

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W. Gross
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2451

Revision No.: 24

Date of Last Revision: 06/04/2003

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas

Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11 .00
01012 - Accounting Clerk II	12 .04
01013 - Accounting Clerk III	14 .97
01014 - Accounting Clerk IV	20 .33
01030 - Court Reporter	16 .16
01050 - Dispatcher, Motor Vehicle	13 .01
01060 - Document Preparation Clerk	11 .66
01070 - Messenger (Courier)	9 .61
01090 - Duplicating Machine Operator	10 .49
01110 - Film/Tape Librarian	12 .05
01115 - General Clerk I	8 .54
01116 - General Clerk II	9 .53
01117 - General Clerk III	11 .76
01118 - General Clerk IV	13 .35
01120 - Housing Referral Assistant	17 .32
01131 - Key Entry Operator I	9 .14
01132 - Key Entry Operator II	11 .13
01191 - Order Clerk I	11 .97
01192 - Order Clerk II	14 .31
01261 - Personnel Assistant (Employment) I	12 .42
01262 - Personnel Assistant (Employment) II	13 .84
01263 - Personnel Assistant (Employment) III	14 .49
01264 - Personnel Assistant (Employment) IV	17 .92
01270 - Production Control Clerk	16 .67

01290 - Rental Clerk	12 .05
01300 - Scheduler, Maintenance	13 .74
01311 - Secretary I	13 .74
01312 - Secretary II	15 .20
01313 - Secretary III	17 .32
01314 - Secretary IV	19 .23
01315 - Secretary V	21 .35
01320 - Service Order Dispatcher	13 .26
01341 - Stenographer I	12 .79
01342 - Stenographer II	14 .30
01400 - Supply Technician	19 .23
01420 - Survey Worker (Interviewer)	11 .51
01460 - Switchboard Operator-Receptionist	9 .80
01510 - Test Examiner	14 .23
01520 - Test Proctor	14 .23
01531 - Travel Clerk I	10 .17
01532 - Travel Clerk II	10 .90
01533 - Travel Clerk III	11 .71
01611 - Word Processor I	11 .61
01612 - Word Processor II	15 .43
01613 - Word Processor III	16 .54

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	12 .74
03041 - Computer Operator I	12 .74
03042 - Computer Operator II	13 .99
03043 - Computer Operator III	18 .29
03044 - Computer Operator IV	20 .32
03045 - Computer Operator V	22 .49
03071 - Computer Programmer I (1)	19 .92
03072 - Computer Programmer II (1)	22 .65
03073 - Computer Programmer III (1)	27 .18
03074 - Computer Programmer IV (1)	27 .62
03101 - Computer Systems Analyst I (1)	21 .53
03102 - Computer Systems Analyst II (1)	27 .48
03103 - Computer Systems Analyst III (1)	27 .62
03160 - Peripheral Equipment Operator	13 .96

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	16 .80
05010 - Automotive Glass Installer	15 .60
05040 - Automotive Worker	15 .60
05070 - Electrician, Automotive	16 .22

05100 - Mobile Equipment Servicer	14 .46
05130 - Motor Equipment Metal Mechanic	16 .80
05160 - Motor Equipment Metal Worker	15 .60
05190 - Motor Vehicle Mechanic	17 .06
05220 - Motor Vehicle Mechanic Helper	13 .89
05250 - Motor Vehicle Upholstery Worker	15 .03
05280 - Motor Vehicle Wrecker	15 .60
05310 - Painter, Automotive	16 .22
05340 - Radiator Repair Specialist	15 .60
05370 - Tire Repairer	13 .96
05400 - Transmission Repair Specialist	16 .80

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	8 .61
07010 - Baker	10 .98
07041 - Cook I	10 .16
07042 - Cook II	10 .98
07070 - Dishwasher	8 .33
07130 - Meat Cutter	11 .08
07250 - Waiter/Waitress	8 .86

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	16 .22
09040 - Furniture Handler	12 .62
09070 - Furniture Refinisher	16 .22
09100 - Furniture Refinisher Helper	13 .89
09110 - Furniture Repairer, Minor	15 .03
09130 - Upholsterer	16 .22

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	8 .44
11060 - Elevator Operator	11 .02
11090 - Gardener	11 .01
11121 - House Keeping Aid I	9 .27
11122 - House Keeping Aid II	9 .94
11150 - Janitor	12 .12
11210 - Laborer, Grounds Maintenance	9 .60
11240 - Maid or Houseman	9 .27
11270 - Pest Controller	12 .21
11300 - Refuse Collector	12 .12
11330 - Tractor Operator	10 .60
11360 - Window Cleaner	12 .89

12000 - Health Occupations

12020 - Dental Assistant	10 .93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12 .02
12071 - Licensed Practical Nurse I	12 .06
12072 - Licensed Practical Nurse II	13 .55
12073 - Licensed Practical Nurse III	15 .15
12100 - Medical Assistant	10 .66
12130 - Medical Laboratory Technician	14 .22
12160 - Medical Record Clerk	11 .24
12190 - Medical Record Technician	13 .57
12221 - Nursing Assistant I	8 .03
12222 - Nursing Assistant II	9 .03
12223 - Nursing Assistant III	9 .85
12224 - Nursing Assistant IV	11 .05
12250 - Pharmacy Technician	12 .19
12280 - Phlebotomist	12 .93
12311 - Registered Nurse I	19 .83
12312 - Registered Nurse II	22 .11
12313 - Registered Nurse II, Specialist	22 .11
12314 - Registered Nurse III	27 .91
12315 - Registered Nurse III, Anesthetist	27 .94
12316 - Registered Nurse IV	29 .41

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	16 .81
13011 - Exhibits Specialist I	20 .46
13012 - Exhibits Specialist II	26 .07
13013 - Exhibits Specialist III	28 .16
13041 - Illustrator I	17 .66
13042 - Illustrator II	22 .51
13043 - Illustrator III	24 .32
13047 - Librarian	24 .58
13050 - Library Technician	13 .89
13071 - Photographer I	13 .80
13072 - Photographer II	16 .58
13073 - Photographer III	21 .13
13074 - Photographer IV	22 .83
13075 - Photographer V	27 .60

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	8 .25
15030 - Counter Attendant	8 .25
15040 - Dry Cleaner	10 .11

15070 - Finisher, Flatwork, Machine	8 .25
15090 - Presser, Hand	8 .25
15100 - Presser, Machine, Drycleaning	8 .25
15130 - Presser, Machine, Shirts	8 .25
15160 - Presser, Machine, Wearing Apparel, Laundry	8 .25
15190 - Sewing Machine Operator	10 .80
15220 - Tailor	11 .48
15250 - Washer, Machine	8 .94

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	16 .21
19040 - Tool and Die Maker	22 .76

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	16 .62
21020 - Material Coordinator	16 .89
21030 - Material Expediter	16 .89
21040 - Material Handling Laborer	16 .45
21050 - Order Filler	13 .89
21071 - Forklift Operator	13 .92
21080 - Production Line Worker (Food Processing)	14 .60
21100 - Shipping/Receiving Clerk	13 .72
21130 - Shipping Packer	13 .72
21140 - Store Worker I	11 .08
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14 .06
21210 - Tools and Parts Attendant	13 .61
21400 - Warehouse Specialist	13 .92

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	18 .71
23040 - Aircraft Mechanic Helper	14 .78
23050 - Aircraft Quality Control Inspector	19 .32
23060 - Aircraft Servicer	16 .37
23070 - Aircraft Worker	17 .25
23100 - Appliance Mechanic	16 .73
23120 - Bicycle Repairer	13 .96
23125 - Cable Splicer	21 .69
23130 - Carpenter, Maintenance	17 .47
23140 - Carpet Layer	17 .94
23160 - Electrician, Maintenance	20 .74
23181 - Electronics Technician, Maintenance I	18 .40
23182 - Electronics Technician, Maintenance II	21 .70
23183 - Electronics Technician, Maintenance III	23 .74

23260 - Fabric Worker	15 .03
23290 - Fire Alarm System Mechanic	17 .58
23310 - Fire Extinguisher Repairer	15 .55
23340 - Fuel Distribution System Mechanic	19 .32
23370 - General Maintenance Worker	15 .60
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17 .24
23430 - Heavy Equipment Mechanic	16 .97
23440 - Heavy Equipment Operator	18 .48
23460 - Instrument Mechanic	19 .10
23470 - Laborer	13 .37
23500 - Locksmith	18 .41
23530 - Machinery Maintenance Mechanic	18 .66
23550 - Machinist, Maintenance	18 .41
23580 - Maintenance Trades Helper	13 .89
23640 - Millwright	18 .76
23700 - Office Appliance Repairer	18 .41
23740 - Painter, Aircraft	17 .26
23760 - Painter, Maintenance	18 .40
23790 - Pipefitter, Maintenance	22 .74
23800 - Plumber, Maintenance	18 .65
23820 - Pneudraulic Systems Mechanic	19 .10
23850 - Rigger	19 .10
23870 - Scale Mechanic	17 .48
23890 - Sheet-Metal Worker, Maintenance	18 .88
23910 - Small Engine Mechanic	15 .60
23930 - Telecommunication Mechanic I	17 .36
23931 - Telecommunication Mechanic II	17 .83
23950 - Telephone Lineman	17 .58
23960 - Welder, Combination, Maintenance	16 .81
23965 - Well Driller	16 .80
23970 - Woodcraft Worker	16 .80
23980 - Woodworker	14 .45

24000 - Personal Needs Occupations

24570 - Child Care Attendant	9 .40
24580 - Child Care Center Clerk	8 .86
24600 - Chore Aid	8 .92
24630 - Homemaker	10 .89

25000 - Plant and System Operation Occupations

25010 - Boiler Tender	20 .78
25040 - Sewage Plant Operator	18 .37
25070 - Stationary Engineer	20 .78

25190 - Ventilation Equipment Tender	15 .28
25210 - Water Treatment Plant Operator	17 .84

27000 - Protective Service Occupations

(not set) - Police Officer	22 .56
27004 - Alarm Monitor	13 .53
27006 - Corrections Officer	19 .31
27010 - Court Security Officer	19 .98
27040 - Detention Officer	19 .31
27070 - Firefighter	19 .87
27101 - Guard I	8 .48
27102 - Guard II	13 .74

28000 - Stevedoring/Longshoremen Occupations

28010 - Blocker and Bracer	16 .21
28020 - Hatch Tender	16 .21
28030 - Line Handler	16 .21
28040 - Stevedore I	15 .30
28050 - Stevedore II	16 .52

29000 - Technical Occupations

21150 - Graphic Artist	18 .69
29010 - Air Traffic Control Specialist, Center (2)	29 .33
29011 - Air Traffic Control Specialist, Station (2)	20 .22
29012 - Air Traffic Control Specialist, Terminal (2)	22 .27
29023 - Archeological Technician I	14 .84
29024 - Archeological Technician II	16 .62
29025 - Archeological Technician III	20 .55
29030 - Cartographic Technician	22 .35
29035 - Computer Based Training (CBT) Specialist/ Instructor	24 .32
29040 - Civil Engineering Technician	20 .74
29061 - Drafter I	12 .82
29062 - Drafter II	16 .27
29063 - Drafter III	19 .55
29064 - Drafter IV	25 .09
29081 - Engineering Technician I	16 .06
29082 - Engineering Technician II	18 .06
29083 - Engineering Technician III	20 .98
29084 - Engineering Technician IV	24 .00
29085 - Engineering Technician V	27 .48
29086 - Engineering Technician VI	33 .22
29090 - Environmental Technician	17 .43
29100 - Flight Simulator/Instructor (Pilot)	27 .48

29160 - Instructor	22 .54
29210 - Laboratory Technician	18 .37
29240 - Mathematical Technician	25 .09
29361 - Paralegal/Legal Assistant I	14 .45
29362 - Paralegal/Legal Assistant II	18 .81
29363 - Paralegal/Legal Assistant III	22 .27
29364 - Paralegal/Legal Assistant IV	22 .93
29390 - Photooptics Technician	22 .06
29480 - Technical Writer	21 .39
29491 - Unexploded Ordnance (UXO) Technician I	18 .64
29492 - Unexploded Ordnance (UXO) Technician II	22 .55
29493 - Unexploded Ordnance (UXO) Technician III	27 .03
29494 - Unexploded (UXO) Safety Escort	18 .64
29495 - Unexploded (UXO) Sweep Personnel	18 .64
29620 - Weather Observer, Senior (3)	21 .00
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	20 .06
29622 - Weather Observer, Upper Air (3)	20 .06

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	17 .12
31260 - Parking and Lot Attendant	9 .00
31290 - Shuttle Bus Driver	14 .50
31300 - Taxi Driver	9 .93
31361 - Truckdriver, Light Truck	13 .63
31362 - Truckdriver, Medium Truck	15 .88
31363 - Truckdriver, Heavy Truck	16 .28
31364 - Truckdriver, Tractor-Trailer	16 .61

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	9 .38
99030 - Cashier	7 .45
99041 - Carnival Equipment Operator	9 .78
99042 - Carnival Equipment Repairer	10 .16
99043 - Carnival Worker	8 .33
99050 - Desk Clerk	7 .70
99095 - Embalmer	18 .64
99300 - Lifeguard	8 .91
99310 - Mortician	19 .44
99350 - Park Attendant (Aide)	11 .19
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8 .91
99500 - Recreation Specialist	12 .61
99510 - Recycling Worker	14 .23
99610 - Sales Clerk	8 .87

99620 - School Crossing Guard (Crosswalk Attendant)	8 .33
99630 - Sport Official	7 .74
99658 - Survey Party Chief (Chief of Party)	14 .32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13 .01
99660 - Surveying Aide	8 .53
99690 - Swimming Pool Operator	15 .10
99720 - Vending Machine Attendant	13 .41
99730 - Vending Machine Repairer	15 .10
99740 - Vending Machine Repairer Helper	13 .41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than

small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's

recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W. Gross
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2573

Revision No.: 20

Date of Last Revision: 05/30/2003

States: Kentucky, Ohio, West Virginia

Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike
Ohio Counties of Monroe, Morgan, Noble, Washington
West Virginia - All Counties except : Berkeley, Jefferson

Note: West Virginia include all counties except Berkeley and Jefferson counties.

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	8 .21
01012 - Accounting Clerk II	10 .37
01013 - Accounting Clerk III	18 .04
01014 - Accounting Clerk IV	20 .19
01030 - Court Reporter	16 .96
01050 - Dispatcher, Motor Vehicle	14 .02
01060 - Document Preparation Clerk	11 .14
01070 - Messenger (Courier)	7 .53
01090 - Duplicating Machine Operator	11 .19
01110 - Film/Tape Librarian	11 .99
01115 - General Clerk I	8 .54
01116 - General Clerk II	9 .60
01117 - General Clerk III	12 .02
01118 - General Clerk IV	13 .50
01120 - Housing Referral Assistant	14 .85
01131 - Key Entry Operator I	8 .28
01132 - Key Entry Operator II	12 .18
01191 - Order Clerk I	7 .94
01192 - Order Clerk II	9 .53
01261 - Personnel Assistant (Employment) I	10 .98
01262 - Personnel Assistant (Employment) II	12 .32
01263 - Personnel Assistant (Employment) III	15 .43
01264 - Personnel Assistant (Employment) IV	17 .34

01270 - Production Control Clerk	15 .63
01290 - Rental Clerk	11 .99
01300 - Scheduler, Maintenance	11 .99
01311 - Secretary I	11 .99
01312 - Secretary II	13 .41
01313 - Secretary III	14 .63
01314 - Secretary IV	16 .51
01315 - Secretary V	18 .29
01320 - Service Order Dispatcher	13 .19
01341 - Stenographer I	13 .51
01342 - Stenographer II	15 .17
01400 - Supply Technician	16 .32
01420 - Survey Worker (Interviewer)	13 .41
01460 - Switchboard Operator-Receptionist	7 .71
01510 - Test Examiner	13 .41
01520 - Test Proctor	13 .41
01531 - Travel Clerk I	9 .86
01532 - Travel Clerk II	10 .98
01533 - Travel Clerk III	11 .72
01611 - Word Processor I	10 .61
01612 - Word Processor II	11 .91
01613 - Word Processor III	13 .32

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	9 .20
03041 - Computer Operator I	10 .32
03042 - Computer Operator II	11 .57
03043 - Computer Operator III	12 .87
03044 - Computer Operator IV	14 .30
03045 - Computer Operator V	15 .84
03071 - Computer Programmer I (1)	14 .22
03072 - Computer Programmer II (1)	17 .60
03073 - Computer Programmer III (1)	21 .49
03074 - Computer Programmer IV (1)	26 .05
03101 - Computer Systems Analyst I (1)	20 .39
03102 - Computer Systems Analyst II (1)	24 .66
03103 - Computer Systems Analyst III (1)	26 .66
03160 - Peripheral Equipment Operator	10 .69

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	15 .24
05010 - Automotive Glass Installer	14 .02
05040 - Automotive Worker	14 .02

05070 - Electrician, Automotive	14 .52
05100 - Mobile Equipment Servicer	12 .99
05130 - Motor Equipment Metal Mechanic	15 .03
05160 - Motor Equipment Metal Worker	14 .02
05190 - Motor Vehicle Mechanic	15 .03
05220 - Motor Vehicle Mechanic Helper	12 .44
05250 - Motor Vehicle Upholstery Worker	13 .53
05280 - Motor Vehicle Wrecker	14 .02
05310 - Painter, Automotive	14 .52
05340 - Radiator Repair Specialist	14 .02
05370 - Tire Repairer	12 .55
05400 - Transmission Repair Specialist	15 .04

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	7 .16
07010 - Baker	9 .39
07041 - Cook I	8 .68
07042 - Cook II	9 .39
07070 - Dishwasher	7 .16
07130 - Meat Cutter	10 .41
07250 - Waiter/Waitress	7 .65

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	14 .72
09040 - Furniture Handler	11 .58
09070 - Furniture Refinisher	14 .72
09100 - Furniture Refinisher Helper	12 .62
09110 - Furniture Repairer, Minor	13 .71
09130 - Upholsterer	14 .72

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	7 .38
11060 - Elevator Operator	7 .99
11090 - Gardener	8 .75
11121 - House Keeping Aid I	6 .66
11122 - House Keeping Aid II	7 .16
11150 - Janitor	8 .01
11210 - Laborer, Grounds Maintenance	7 .71
11240 - Maid or Houseman	6 .66
11270 - Pest Controller	10 .42
11300 - Refuse Collector	8 .43
11330 - Tractor Operator	8 .82
11360 - Window Cleaner	8 .54

12000 - Health Occupations

12020 - Dental Assistant	10 .93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10 .93
12071 - Licensed Practical Nurse I	10 .38
12072 - Licensed Practical Nurse II	11 .64
12073 - Licensed Practical Nurse III	13 .02
12100 - Medical Assistant	9 .77
12130 - Medical Laboratory Technician	12 .23
12160 - Medical Record Clerk	10 .77
12190 - Medical Record Technician	13 .54
12221 - Nursing Assistant I	7 .42
12222 - Nursing Assistant II	8 .30
12223 - Nursing Assistant III	9 .06
12224 - Nursing Assistant IV	10 .17
12250 - Pharmacy Technician	12 .19
12280 - Phlebotomist	11 .90
12311 - Registered Nurse I	15 .34
12312 - Registered Nurse II	18 .80
12313 - Registered Nurse II, Specialist	18 .80
12314 - Registered Nurse III	22 .71
12315 - Registered Nurse III, Anesthetist	22 .71
12316 - Registered Nurse IV	27 .21

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	18 .16
13011 - Exhibits Specialist I	12 .91
13012 - Exhibits Specialist II	15 .99
13013 - Exhibits Specialist III	19 .56
13041 - Illustrator I	12 .91
13042 - Illustrator II	15 .99
13043 - Illustrator III	19 .56
13047 - Librarian	18 .29
13050 - Library Technician	13 .41
13071 - Photographer I	12 .30
13072 - Photographer II	13 .71
13073 - Photographer III	16 .98
13074 - Photographer IV	20 .76
13075 - Photographer V	25 .11

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	7 .06
15030 - Counter Attendant	7 .06
15040 - Dry Cleaner	9 .08

15070 - Finisher, Flatwork, Machine	7 .06
15090 - Presser, Hand	7 .06
15100 - Presser, Machine, Drycleaning	7 .06
15130 - Presser, Machine, Shirts	7 .06
15160 - Presser, Machine, Wearing Apparel, Laundry	7 .06
15190 - Sewing Machine Operator	9 .74
15220 - Tailor	10 .35
15250 - Washer, Machine	7 .69

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	14 .72
19040 - Tool and Die Maker	15 .27

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	15 .50
21020 - Material Coordinator	15 .22
21030 - Material Expediter	15 .22
21040 - Material Handling Laborer	8 .18
21050 - Order Filler	10 .71
21071 - Forklift Operator	12 .34
21080 - Production Line Worker (Food Processing)	12 .21
21100 - Shipping/Receiving Clerk	9 .89
21130 - Shipping Packer	10 .42
21140 - Store Worker I	10 .15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12 .55
21210 - Tools and Parts Attendant	12 .21
21400 - Warehouse Specialist	12 .21

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	17 .02
23040 - Aircraft Mechanic Helper	14 .01
23050 - Aircraft Quality Control Inspector	17 .50
23060 - Aircraft Servicer	15 .22
23070 - Aircraft Worker	15 .77
23100 - Appliance Mechanic	14 .72
23120 - Bicycle Repairer	12 .72
23125 - Cable Splicer	19 .28
23130 - Carpenter, Maintenance	14 .93
23140 - Carpet Layer	14 .21
23160 - Electrician, Maintenance	17 .42
23181 - Electronics Technician, Maintenance I	11 .37
23182 - Electronics Technician, Maintenance II	19 .27
23183 - Electronics Technician, Maintenance III	20 .03

23260 - Fabric Worker	13 .71
23290 - Fire Alarm System Mechanic	17 .53
23310 - Fire Extinguisher Repairer	15 .15
23340 - Fuel Distribution System Mechanic	19 .03
23370 - General Maintenance Worker	14 .21
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15 .44
23430 - Heavy Equipment Mechanic	17 .42
23440 - Heavy Equipment Operator	13 .64
23460 - Instrument Mechanic	17 .53
23470 - Laborer	7 .26
23500 - Locksmith	14 .72
23530 - Machinery Maintenance Mechanic	17 .53
23550 - Machinist, Maintenance	15 .24
23580 - Maintenance Trades Helper	12 .62
23640 - Millwright	16 .70
23700 - Office Appliance Repairer	15 .64
23740 - Painter, Aircraft	14 .72
23760 - Painter, Maintenance	14 .72
23790 - Pipefitter, Maintenance	17 .53
23800 - Plumber, Maintenance	16 .93
23820 - Pneudraulic Systems Mechanic	17 .53
23850 - Rigger	16 .24
23870 - Scale Mechanic	16 .34
23890 - Sheet-Metal Worker, Maintenance	17 .95
23910 - Small Engine Mechanic	14 .20
23930 - Telecommunication Mechanic I	15 .24
23931 - Telecommunication Mechanic II	15 .77
23950 - Telephone Lineman	16 .24
23960 - Welder, Combination, Maintenance	15 .24
23965 - Well Driller	17 .53
23970 - Woodcraft Worker	16 .24
23980 - Woodworker	14 .72

24000 - Personal Needs Occupations

24570 - Child Care Attendant	6 .88
24580 - Child Care Center Clerk	8 .59
24600 - Chore Aid	6 .66
24630 - Homemaker	9 .13

25000 - Plant and System Operation Occupations

25010 - Boiler Tender	17 .70
25040 - Sewage Plant Operator	15 .32
25070 - Stationary Engineer	17 .70

25190 - Ventilation Equipment Tender	12 .62
25210 - Water Treatment Plant Operator	14 .72

27000 - Protective Service Occupations

(not set) - Police Officer	16 .15
27004 - Alarm Monitor	8 .20
27006 - Corrections Officer	12 .03
27010 - Court Security Officer	13 .78
27040 - Detention Officer	12 .92
27070 - Firefighter	13 .49
27101 - Guard I	7 .81
27102 - Guard II	8 .74

28000 - Stevedoring/Longshoremen Occupations

28010 - Blocker and Bracer	14 .69
28020 - Hatch Tender	14 .64
28030 - Line Handler	14 .64
28040 - Stevedore I	13 .25
28050 - Stevedore II	14 .31

29000 - Technical Occupations

21150 - Graphic Artist	16 .46
29010 - Air Traffic Control Specialist, Center (2)	28 .21
29011 - Air Traffic Control Specialist, Station (2)	19 .46
29012 - Air Traffic Control Specialist, Terminal (2)	21 .43
29023 - Archeological Technician I	16 .07
29024 - Archeological Technician II	17 .96
29025 - Archeological Technician III	22 .26
29030 - Cartographic Technician	19 .75
29035 - Computer Based Training (CBT) Specialist/ Instructor	18 .46
29040 - Civil Engineering Technician	17 .60
29061 - Drafter I	11 .32
29062 - Drafter II	16 .78
29063 - Drafter III	20 .47
29064 - Drafter IV	22 .26
29081 - Engineering Technician I	14 .25
29082 - Engineering Technician II	15 .99
29083 - Engineering Technician III	19 .55
29084 - Engineering Technician IV	23 .78
29085 - Engineering Technician V	29 .63
29086 - Engineering Technician VI	35 .53
29090 - Environmental Technician	14 .30
29100 - Flight Simulator/Instructor (Pilot)	21 .89

29160 - Instructor	17 .56
29210 - Laboratory Technician	12 .63
29240 - Mathematical Technician	21 .43
29361 - Paralegal/Legal Assistant I	14 .63
29362 - Paralegal/Legal Assistant II	16 .51
29363 - Paralegal/Legal Assistant III	20 .19
29364 - Paralegal/Legal Assistant IV	24 .44
29390 - Photooptics Technician	22 .92
29480 - Technical Writer	19 .23
29491 - Unexploded Ordnance (UXO) Technician I	17 .93
29492 - Unexploded Ordnance (UXO) Technician II	21 .70
29493 - Unexploded Ordnance (UXO) Technician III	26 .01
29494 - Unexploded (UXO) Safety Escort	17 .93
29495 - Unexploded (UXO) Sweep Personnel	17 .93
29620 - Weather Observer, Senior (3)	16 .12
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14 .52
29622 - Weather Observer, Upper Air (3)	14 .52

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	10 .66
31260 - Parking and Lot Attendant	6 .91
31290 - Shuttle Bus Driver	10 .51
31300 - Taxi Driver	8 .48
31361 - Truckdriver, Light Truck	10 .15
31362 - Truckdriver, Medium Truck	12 .19
31363 - Truckdriver, Heavy Truck	13 .53
31364 - Truckdriver, Tractor-Trailer	13 .53

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	7 .97
99030 - Cashier	6 .80
99041 - Carnival Equipment Operator	8 .75
99042 - Carnival Equipment Repairer	9 .16
99043 - Carnival Worker	7 .16
99050 - Desk Clerk	6 .58
99095 - Embalmer	17 .93
99300 - Lifeguard	9 .33
99310 - Mortician	18 .23
99350 - Park Attendant (Aide)	9 .33
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7 .30
99500 - Recreation Specialist	9 .13
99510 - Recycling Worker	9 .81
99610 - Sales Clerk	7 .43

99620 - School Crossing Guard (Crosswalk Attendant)	7 .96
99630 - Sport Official	6 .46
99658 - Survey Party Chief (Chief of Party)	10 .99
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9 .33
99660 - Surveying Aide	6 .80
99690 - Swimming Pool Operator	10 .42
99720 - Vending Machine Attendant	9 .24
99730 - Vending Machine Repairer	10 .41
99740 - Vending Machine Repairer Helper	9 .24

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than

small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's

recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W.Gross
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1999-0575

Revision No.: 2

Date of Last Revision: 03/18/2003

States: Pennsylvania, West Virginia

Area: Pennsylvania County of Allegheny
West Virginia County of Monongalia

Employed on Department of Energy contract for research facility operations support services.

Collective Bargaining Agreement between Parsons Federal Services, Inc. (Pittsburgh Site) and Parsons Federal Services, Inc. (Morgantown, WV) and United Mine Workers of America Local 1914 (Pittsburgh site) & Local 717 (Morgantown site) effective January 1, 2003 through December 31, 2005.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

#10#13

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PARSONS FEDERAL SERVICES INC.
(Pittsburgh Site)**

AND THE

UNITED MINE WORKERS OF AMERICA

Local 1914

JANUARY 1, 2003, THROUGH DECEMBER 31, 2005

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ARTICLE I PURPOSE

It is the intent and purpose of Parsons Federal Services Inc. ("PFSI" or the "Company") and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

2. The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business. It is the intent and purpose of the parties to promote harmony between the Company, its Employees, and the Union for the efficient and successful operation of the Company's contract with the government so that the Employees and the Company may mutually benefit.

Except as specified in this Agreement, the Union and the Employees it represents are not waving rights which exist under the National Labor Relations Act to bargain over Employees' wages, hours and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.

4. The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

ARTICLE II - SCOPE AND COVERAGE

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's Employees regularly assigned to the following bargaining unit, all full-time and regular part-time Engineering Technicians I, II, III, IV and V, employed by the Employer at its Morgantown, WV and Pittsburgh, PA Facility on the Research Facility Operations Contract or any successor contracts.

2. Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

ARTICLE III - REPRESENTATION

Section - Representative

The Representative of the Union shall have access to the shops and office of Parsons Federal Services Inc. at NETL for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Human Resources Office or the Operational Manager's Office in their absence.

Section 2 - Shop Stewards

The Company recognizes the right of the Union to designate one Steward and one (1) Alternate.

- (a) The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.

- (2) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

Section 3 - Scope of Stewards' Union Activities

The Stewards' Union activities on Company time shall fall within the scope of the following functions:

To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate manager in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected.

To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of the Agreement.

- (c) The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift. The duties specified above shall not relieve the Steward of his/her duties, and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other Employees. The Steward shall notify his/her immediate manager before leaving the work area to conduct Union business.

Section 4 - Checkoff

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Employer shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Employers, and the Employers agree to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations in such reasonable form as time and circumstances may allow, said Employers shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Section 5 - Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

Section 6 - Membership

It is agreed that all Employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) days of their employment. In the event an Employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the Employee be terminated from any employment which is covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

ARTICLE IV - GENERAL WAGE PROVISIONS

Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Exhibit "A". Wages shall be paid bi-weekly.

Section 2 - Shift Differentials

The Company shall pay a shift differential of 5% for the second shift and 7% for the third shift.

Section 3 - Out of Classification Work

When a qualified Employee is specifically assigned to and works independently for a period of three (3) hours or more in a higher job classification, the Employee will receive the rate of the higher classification for the duration of his/her performance of the job.

Section 4 - Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his regular job.

Section 5 - Schedule Changes

An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

Section 6 - Tuition Refund

Tuition refund will be provided in accordance with PFSI's corporate policy at the time of this Agreement.

Section 7 - Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by Company (e.g. Safety programs, labor management cooperative programs, etc.).

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. All grievances that may arise will be handled in the following manner. Any written grievance must be filed within five (5) working days of the event given rise to the grievance. The five (5) days shall be considered from the time the grievant should have reasonably known of the grievance. In cases involving dismissals for cause, the grievance may be instituted at step three. In all steps, the grievant shall have the right to be present and at his/her request be accompanied by his/her Union representative.

Step 1 Prior to processing any written grievance, any Employee who believes he has a grievance must discuss it with his immediate manager, with the option of having his steward present. If the Employee is dissatisfied with the answer given by his manager or no answer is given within five (5) normal working days, Step 2 will be followed.

Step 2 The Employee and his steward shall present to the Human Resources Representative a written grievance form which has been approved by the Union and the Company stating what the grievance is and the remedy sought. If the Human Resource representative's decision is not acceptable, or is not given within five (5) normal workdays, Step 3 will be followed.

Step 3 The grievance shall be forwarded by the Union steward to the Operations Manager or his designated representative within five (5) normal workdays after the Human Resource Representative's unacceptable written decision, or failure to give a decision. The Operations Manager shall meet with the appropriate district representative or his designated representative within five (5) days of receipt of the grievance. If the Operation's Manager's decision is not acceptable or is not given within five (5) normal workdays, Step 4 will be followed.

Step 4 The Union may, no later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which Party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) days of receipt of the arbitrators list.

Section 2

In arbitration proceedings, the expense of the impartial Arbitrator shall be shared by both parties. The parties will be responsible for paying their own representatives and witnesses.

Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred in the hearing room.

Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

All time limits stated in this article shall be treated as jurisdictional in nature and the failure to follow any of the set times limits shall result in the grievance being void and waived and the matter shall end without resort to arbitration. A normal workday is defined as any day on which a bargaining unit Employee is at work Monday through Friday, excepting holidays.

Section 6

Except by mutual written agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article VII Section 1, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article V Section 1, Step 4 Grievance Procedure as it pertains to the Arbitrator selection process and the actual arbitration shall be held within seven days from the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual agreement of both parties.

Section 10

The Company and the Union may refer grievances to non-binding mediation based on mutual consent.

ARTICLE VI - DISCIPLINARY PROGRAM AND DISCHARGE

Disciplinary Program

No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

- | | |
|---------------------------------|--|
| <u>1. First Offense</u> | Verbal warning, record on file with Manager and Local Steward. |
| <u>2. Second Offense</u> | Written warning with record on file with the Human Resource Office, copy given to the Local Union Steward. |
| <u>3. Third Offense</u> | Two working days off without pay, record on file with the Human Resources Office, copy to the Local Union Steward. |
| <u>4. Fourth Offense</u> | Discharge |

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers), or which could result in unlawful treatment, injury or death, to the Employee, fellow workers, or the public, the Employer shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following;

1. Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
2. Bringing firearms or other weapons on the job.
3. Intentional theft of Government, Employer or Employee property.
4. Intentional destruction of Government, Employer or Employee property.
5. Intentional fraudulent activity.
6. Intentional falsification of Government or Company documents.
7. Sexual harassment.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Company.

Section 1 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of their manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- 1.) Unexcused absence or tardy first occurrence Verbal warning.
- 2.) Unexcused absence or tardy / second occurrence / Written warning.
3. Unexcused absence or tardy / third occurrence 3 day suspension.
4. Unexcused absence or tardy / fourth occurrence Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

ARTICLE VII - DISCHARGE/ARBITRATION

Section 1 – Discharge

In cases of Discharge, the Company shall notify the Local Union President and/or Union stewards of the discharge and its reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3, all discharges will be called in for immediate Arbitration.

ARTICLE VIII - HOURS AND OVERTIME

Section 1. When a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2:00 p.m. Thursday in the week prior to the proposed shift change.

Section 2. A negotiated overtime distribution policy and overtime tracking roster will be posted on the appropriate bulletin boards.

Section 3. The workday shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift, which normally begins at 11:00 p.m., will be considered the first shift of the following day.

Section 4. For payroll purposes the work week shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

Section 5. Regular Work Week

The regular work week for Employees will consist of five (5) workdays during the period Monday through Friday, with two (2) consecutive days off (Saturday and Sunday), except for shift work which may be five (5) consecutive workdays during the period Monday through Sunday with two (2) consecutive days off.

Section 6. Regular Workday

The regular workday for Employees will consist of an eight (8) hour workday including one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods. For Employees working a Regular Work Week, work in excess of eight (8) hours shall be paid at time and one half. First shift shall be 7:00 a.m. until 3:00 p.m. Second shift shall be from 3:00 p.m. till 11:00 p.m. Third shift shall be 11:00 p.m. until 7:00 a.m.

Section 7. Overtime Distribution Policy

a) Purpose

The Company will make every reasonable effort to divide work among the Employees by classification and shift as impartially as is practicable. In doing this, it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and efficient operation.

b) Procedures

Step 1 In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. In the event of extenuating circumstances an Employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime distribution list for equitable distribution.

Step 2 Employees will be selected for the overtime on the basis of the lowest overtime credited hours, provided they are qualified to perform the work.

Step 3 The necessity for the Company to work overtime to provide rapid response to emergencies is recognized in order to meet customer service

requirements. It is expected that Employees will continue to cooperate in working overtime for the Company's and Employee's best interests. If there is an insufficient number of Employees to perform the required work, Employees will be selected on the basis of their ability to perform the job in the reverse order of seniority. The least senior qualified person will be required to perform the needed work.

c) Scheduled Overtime

Employees who do not want to be considered for overtime work will declare that fact and it will be so designated by the Manager. Overtime will not be tracked for that Employee. If these Employees desire to return to the distribution of overtime, they will be credited as having the highest overtime, plus one hour, in their classification.

d) Emergency Overtime

Emergency overtime will be equitably distributed when possible. Emergency overtime will be recorded separately, but included in the total overtime hours.

e) New Hires

On the hire date, new Employees will be credited with the highest overtime hours, plus one hour in the classification for distribution purposes.

f) Record Keeping

A written record of overtime worked by Employees will be maintained by the Employee's Manager. The overtime record will indicate the Employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with future available scheduled overtime, provided the Employee is qualified for the job to be done and it does not disrupt efficient operation.

g) Time Sheets

This policy is for distribution of overtime hours worked. For pay purposes, overtime hours are the hours recorded on the time sheet.

h) **Implementation of Policy**

To begin the overtime distribution process the Company will provide a report of year-to-date overtime worked. These hours will be transferred to an Overtime Distribution Record form.

Section 8 - Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customers' needs. The Union and affected Employees will be given five working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed the Employees with the most seniority will be awarded the four/ten's provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/ten's provided they have the necessary skills to perform the job. On this four/ten shift Employees will be paid time and one half of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

Section 9 – Altered Work Schedule (AWS)

The Company may assign Employees an altered work schedule (AWS) consisting of eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. At least three (3) days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

Section 10 - Overtime Calculations and Premium Days

- a. Time worked on Saturday and Sunday shall be paid at time and one-half (1-1/2) of the Employee's rate, and time worked on Holidays shall be paid at two and one half (2 ½) times the Employee's rate.
- b. Holidays and personal leave shall be included as time worked for the purpose of calculating overtime.
- c. There will be no "pyramiding" of overtime allowed.

Section 11 - Call Out Pay

An Employee called back to work after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at their straight time rate of pay or pay for actual hours worked whichever is greater.

Section 12 - Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless

notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

Section 13 - Administrative Leave

When the site is closed due to weather or other catastrophic reasons, Employees will receive administrative leave only when reimbursement is allowed by the DOE.

ARTICLE IX- SENIORITY

Section 1. – Seniority

Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with Parsons Federal Services Inc. and all predecessor employers.

- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement.
- c) The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.
- d) A probationary period of ninety (90) days will be observed for each new Employee during which time the Company will make specific and periodic evaluations of the Employee's qualifications, skills and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date. During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

Section 2. – Layoff

The Company will determine the time of layoffs and the number of Employees to be laid off and in what job classifications layoffs will occur.

- 1) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as to who shall be laid off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.

- 2) An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tiebreaker. Recall to employment from layoff shall be in reverse order of the layoff.
- 3) In the case of a layoff, probationary Employees shall be laid off first.
- 4) If at the time of layoff, any eligible Employee refuses to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- Discharge for just cause, quit, retirement, or resignation;
- (2) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.

Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Company.
- (4) Failure to return to work upon expiration of a leave of absence;

Absence in excess of one (1) year due to physical disability; except where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of Disability, the Employee must present appropriate documentation verifying their availability date and medical release.

Section 4 – Recall

a) Order of Recall

If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the laid off panel of Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall.

b) Notice to Recall

The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

Section 5 - Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement any Employee may submit a bid for the job to the Human Resources Office in writing, during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days. If the Employer does not fill the job that is bid within 60 days, regardless of the reason, and later decides to fill that vacancy, the bid must be reposted before the job can be awarded.

Section 6 - Selection

From among Employees qualified for a posted job, who submit bids for the job, the Company will award the job to the most senior/qualified Employee. Provided that if two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.

Section 7 - Restriction on Bidding

An Employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job

classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of twelve (12) months after being awarded the job.

Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) workdays after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

Section 9 - Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all Employees.

ARTICLE X - HOLIDAYS

Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

1. New Year's Day
2. President's Day
3. Martin Luther King Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Holidays that fall on Sunday will be observed on the following Monday and
Holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state on the day before and the day after the Holiday.

Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential if applicable.

Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1 1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay plus shift differential if applicable.

Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday and the observed Holiday shall be paid as Holiday pay.

ARTICLE XI PERSONAL LEAVE

Section 1. Personal Leave

<u>Years of Full Time Service</u>	<u>Accrual Rate</u>
Less than two years	12 days
Two to five years	15 days
Five to ten years	18 days
Ten to fifteen years	21 days
Fifteen to twenty years	24 days
Over twenty years	27 days

- a) All full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) for a minimum of fifteen days during the month shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of full-time service. Personal leave may be taken in thirty (30) minute increments.
- b) Employees may carry over a maximum of 288 hours of personal leave from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.
- c) Employees will begin to accrue leave at the higher rate beginning with the first pay period of the month after the Employee completes the number of years of service required for the higher rate.
- d) Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first come first serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the situation will be determined by seniority. In cases of

emergency or illness, same day requests for personal leave must be made to the Employee's manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time.

Section 2 –Catastrophic Leave

Employees will continue to accrue 2 hours of catastrophic leave per month into their leave account. Current catastrophic leave accumulation will be carried forth into this Agreement. Leave balances will be carried over from one year to the next. Leave usage will be in accordance with Company policy which shall be revised in consultation with the Union.

ARTICLE XII - LEAVES OF ABSENCE

Section - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. Upon the approval of Human Resources, an Employee may reserve one of the days for estate affairs at a later date. The Employee shall receive pay at his/her regular rate, provided it is established that he/she attended the funeral.

Section 2 - Severance Pay

An Employee who is terminated shall be paid one week's pay per year of Service up to a maximum of eighteen (18) weeks (minimum of 1 week will be paid).

Section 3 – Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action.

In order to be paid by the Company for such leave, the Employee must submit to the Human Resources written proof of having served, and the duration of such service.

Section 4 - Military Service

Regular full-time Employees who are members of a military reserve organization and are ordered to temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment

is made for up to ten days of training in any calendar year. In support of this payment, Employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training

Section 5 - Union Business

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities. Unless otherwise allowed by the Employer, no more than two leave requests will be granted for Union activities on any given day.

ARTICLE XIII - MANAGEMENT RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including but not limited to:

1. The direction of the working force including the right to hire and decide the number of Employees required and to make rules governing the conduct of the working force which will be applied in a reasonable fashion.
2. Determine work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices.
3. Require all Employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
4. Discharge, suspend, or discipline Employees for just cause.
5. The Company may, if it desires, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
6. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to Government. Therefore, the Union will encourage and advise the Employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an Employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.

It is understood by the Company and agreed to by the Union, that the Employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any Employees who are not covered by this Agreement doing non-bargaining unit work.

8. The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the employees provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

ARTICLE XIV - PERIODIC CONFERENCES

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than three times per year, to discuss items of mutual interest. The Company shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the Employees of the Company shall be compensated at their applicable straight time rate for their time spent in conference.

ARTICLE XV - BULLETIN BOARDS

The Employer will provide a bulletin board or bulletin boards for the use of the Local Union on the property that are in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

ARTICLE XVI – SAFETY

Section 1.

The Company will comply with all applicable health and safety laws and regulations and the Company and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees that the Company may terminate any Employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All Employees must immediately report any work-related injury, as per site policy. An Employee may not be discriminated against for following this procedure.

Section 2.

The Company and the Union agree to establish a quarterly meeting to cooperate in the elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from management and three (3) representatives from the Union.

Section 3.

All Employees will follow the Company's Safety Operating Policies and Procedures as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all Employees on the Local Area Network (LAN) and in the Company's office of Environmental Safety and Health (EH&S). Any new Safety policies and/or procedures established by the Company shall be posted on the bulletin boards.

Section 4.

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with management personnel shall be granted access subject to the routine check in/out procedures.

Section 5.

In cases involving major accidents or fatalities of bargaining unit Employees, the Union steward will be allowed to participate in the Company's investigation of the incident.

ARTICLE XVII - NEW EQUIPMENT

In the event that new equipment or devices are introduced and are to be operated or maintained by bargaining unit personnel, the Company agrees to provide training on such equipment on an as needed basis. The Employees and the manner in which they are trained, will be determined by the Company.

ARTICLE XVIII – SUCCESSORSHIP

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE XIX - NO STRIKE - NO LOCKOUT

1. The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.
2. The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in or sanction any strike during the term of this Agreement.

ARTICLE XX - TEMPORARY/PART TIME EMPLOYEES

No one may be retained in a temporary or part time capacity while any full-time Employee is on layoff. Temporary/part time Employees may never exceed fifteen percent (15%) of the full time classified workforce even when there is no reduction in force/layoff. Temporary Employees with an anticipated employment of less than six (6)

months will receive \$1.65 per hour in lieu of benefits. Part-time Employees will receive \$1.65 per hour in lieu of benefits. Temporary Employees shall not be employed for more than six (6) consecutive months.

ARTICLE XXI - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS

The Employer agrees to continue the practice of providing Employees with certain wearing apparel, tools and safety devices including, but not limited to, steel toed boots and shoes, uniforms, safety glasses, gloves, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items the Union will immediately negotiate with the Employer with respect to the impact that such changes have had on it's membership.

ARTICLE XXII – HEALTH BENEFITS

Section 1 - Health Care

Plan general outline attached - Plan carrier is at the discretion of the Employer, but changes in the level of benefits are subject to collective bargaining.

(a) First Full Year of the Agreement -January 2003 to January 2004

Health care rates shall be set at:

Pittsburgh:
\$104.85 per month for full family coverage
\$89.23 per month for two party coverage
\$33.29 per month for single coverage

(b) Second and Third Full Year of the Agreement - January 2004 to December 2005

In the event that health care costs increase, the Employer and Employees shall share the cost increase, such that the Employer shall pay eighty-five percent (85%) of the cost increase and Employees shall pay fifteen percent (15%) of the cost increase.

Section 2 – Waiver of Health Care Benefits

Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following:

Individual - \$650.00 per year

Family - \$650.00 per year

Article XXIII - DENTAL PLAN

The Dental Plan currently in effect will continue with a rate of \$15.00. Such rate shall continue for the life of this Agreement.

ARTICLE XXIV SCHEDULE OF OTHER BENEFITS

Section 1 - Life Insurance and AD&D

The Company will provide Life insurance as currently stated in the PFSI policy, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the PFSI policy, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars. The rates for dismemberment/loss of sight etc. will also follow the current PFSI policy.

Section 2 - Long Term Disability

Employees may participate in the Company's Long Term Disability (LTD) Insurance Program as described in the PFSI LTD policy.

Section 3 - Retirement/401K Savings Plan

The Employer agrees to establish for each represented Employee an individual 401K Savings and Investment Plan. The Plan shall be established and handled by a reputable investment company and administered by them under arrangements with the Employer pursuant to the following:

1. The 401K Savings and Investment Plan will be funded on behalf of each Employee covered under the terms of this Agreement with respect to one or both of the following avenues:
 - (a) Employer contributions only up to a certain yearly maximum.
 - (b) Combination of Employer contribution up to a certain yearly maximum and Employee contribution for each Employee dollar set aside into the 401K savings and Investment Plan.
2. The Employer will be responsible for putting into an Employee's account the amount of fifty cents (\$.50) for each hour worked in a given year up to a maximum of one thousand dollars (\$1000) per contract year. This contribution by the Employer shall be made without respect to any contributions made by the Employee.
3. In addition to the contributions made by the Employer under (2) above, an Employee may elect to set aside a portion of his/her pay each pay period to also be placed into their 401K Savings and Investment Plan.

- (a) Should the Employee choose to apply a portion of his/her pay as outlined in (3) above, the Employer, in addition to the contributions outlined in (2) above will also contribute fifty-five cents (\$.55) for every dollar set aside by the Employee up to six (6) percent of his/her salary.
- 4. The Employer agrees that it will bear the costs associated with the fees charged by the financial advisors who are handling the 401K Savings and Investment Plan for the Employer pursuant to this Agreement.
- 5. The 401K Savings and Investment Plan shall offer a diverse selection of investment vehicles in which an Employee may choose to invest his/her monies.
- 6. A year within the Plan outlined herein will run from anniversary date to anniversary date of the effective date of this collective bargaining Agreement.

Section 4 - Dependent Life Insurance Plan/Supplemental Life Insurance Plan

Employees may participate in the Dependent/Supplemental Life Insurance Program as described in the PFSI policy.

Section 5 - Accident & Sickness/Short Term Disability

The Company will provide A&S insurance as stated in the current PFSI policy, equal to two-thirds (2/3rds) of the Employee's weekly base rate up to a maximum of eight hundred (\$800) dollars per week.

Section 6 – Awards Fees Distribution

Bargaining unit members shall participate in twenty-five (25%) percent of the Awards Fees Distribution program.

ARTICLE XXV - TERM OF AGREEMENT

This Agreement shall take effect January 2003, and shall remain in effect through December 31, 2005 and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to January 1, 2006.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 1st Day of JAN., 2003.


For the Union


For the Employer

Date 1-1-03

Date 1/1/03

APPENDIX A

Wages

- On January 1, 2003, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.
2. On January 1, 2003, the Employer shall remit to each Employee covered by this contract a check in the amount of three hundred dollars (\$300.00) less applicable withholdings representing a Fringe Benefit Payment.
3. On January 1, 2004, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.
4. On January 1, 2005, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.

<u>Classification</u>	<u>1/01/03</u>	<u>1/01/04</u>	<u>1/01/05</u>
Tech I	\$15.77	\$16.52	\$17.27
Tech II	\$17.39	\$18.14	\$18.89
Tech III	\$19.78	\$20.53	\$21.28
Tech IV	\$22.23	\$22.98	\$23.73
Tech V	\$25.08	\$25.83	\$26.58

APPENDIX B**MEMORANDUM OF UNDERSTANDING BETWEEN PFSI AND UMWA
LOCAL 1914****11/30/00**

Engineering Technician I (ET-1) and Engineering Technician (ET-2) will follow the agreed upon advancement timeline

ET-1 to ET-2

Advancement to ET-2 will be based on one calendar year of satisfactory job performance. Unsatisfactory performance must be documented and may delay advancement. Job performance will be evaluated quarterly and the individual will be counseled.

ET-2 to ET-3

Advancement to an ET-3 will occur after the individual has five years of satisfactory site experience. Previous experience/education can be substituted for up to one year of site experience. Unsatisfactory job performance must be documented and may delay advancement. Job performance will be evaluated quarterly and the individual will be counseled.

Any delay in advancement under this item may be challenged pursuant to Article 5, Grievance Procedure of the Collective Bargaining Agreement.

2. Any level technician can work independently on tasks within his job description, for which he is qualified, with periodic instruction and/or guidance from higher level technicians or supervisors. No technician on any level requires constant supervision.
3. Any technician can train, instruct and provide guidance, in any area that he is qualified, to other technicians.
4. Field fitting and dimensional changes do not constitute design.
5. A group of two or more technicians at any level can work together as a team on tasks that they are competent to perform. The higher-level technicians can/should provide guidance to the team. A lower level technician can work as a helper with a higher level technician on tasks in the higher level.
6. ET-1 and ET-2 may be assigned higher level work for the purpose of training and qualification for advancement. Once an ET-3 and above has documentation of qualification, the work performed constitutes out of classification work within the guidelines of the contract.

The Company and the Union agree that training programs should be instituted to give all employees the opportunity to increase their value to the company and the customer.

The number of ET- 4 & 5 positions required is based on the operational needs and skill levels required as determined by management.

Pittsburgh Position Descriptions

Title: Engineering Technician

30/00

Minimum Position Knowledge, Skills, and Abilities Required:

High School diploma/GED or equivalent, and no job-related experience. Good communication and analytical skills.

Purpose and Scope:

Under guidance/training from a higher level technician or supervisor or using detailed procedures/work instructions, performs simple and routine tasks or tests within, but not necessarily limited to a prescribed area of expertise. Work is checked in progress or on completion. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Responsibilities and requirements can vary between operating and support groups. The bullet items listed below are examples of skills that may be required:

1. Assemble or install equipment or parts requiring simple wiring, soldering, or connections, such as:
 - Install conduit, pull wire and terminate wire
 - Replace fuses, CB, overloads, electrical devices
 - Mount transmitters, thermocouples and gauges
 - Fabricate panels and assemble control bays
2. Perform simple or routine tasks or tests, such as tensile or hardness test, sample grinding, or sieve analysis, such as:
 - Transferring coal/or other bulk solids
 - Perform bulk density, crush strength and attrition testing
 - Prepare feedstocks (mix, blend)
 - Fill and weigh drums
 - Painting, labeling
3. Operate and adjust simple test equipment, and record data, such as:
 - Calibrate instruments such as gauges, balances and sensors as qualified
 - Operate Digital Voltage Meter
 - Use calipers and torque wrenches
4. Gather and maintain specified records of engineering data, such as:
 - Test data sheets, drawings, MSDS, P&ID's
 - Data log books
 - Perform Inventories
5. Perform computations by substituting numbers in specific formulas, such as:
 - Iso kinetic sampling and calculations
 - Release analysis, moisture analysis, water quality analysis
 - Engineering units conversion
 - Simple electrical calculations

6. Assist with the installation, fabrication, modification, and operation of test equipment used on special projects, such as:
 - Operate portable power tools (drills, saws, grinders, etc.)
 - Operate pipe threader, drill press, band saws, lathe, jig saw and other stationary equipment
 - Install tubing, piping, gauges, valves and fittings
 - Operate oxy-acetylene torch
 Perform routine facilities maintenance and repair and support higher level technicians in performing non-routine facilities maintenance and repair.
8. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 2

30/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least three years of job-related experience, or one year satisfactory performance at an Engineering Technician 1 level. Refer to the Memorandum of Understanding dated 11/30/00 for specific details. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Under guidance/training from a higher level technician or supervisor, performs generally standardized tasks or tests involving a sequence of related operations, within, but not necessarily limited to a prescribed area of expertise. Follows standard work methods on recurring assignments, but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may also be reviewed in progress. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of gaining experience for future assignments and advancement opportunities. Duties will be varied.

Responsibilities and requirements can vary between operating and support groups. The bullet items listed below are examples of skills that may be required.

1. Assemble or construct simple or standard equipment or parts, such as:
 - Assemble flow loop components for completion.
 - Construct project I/O hardware panels.
 - Install and fabricate tubing and piping runs per the P&IDs.
2. Service or repair simple instruments or equipment, such as:
 - Repair or replacement of pumps and motors used on research projects
 - Repair or replacement of thermocouples, gauges, switching devices, and valves.
 - Troubleshoot and repair or replacement of electrical devices and I/O hardware
3. Conduct a variety of tests using established methods, such as:
 - Perform leak and hydro testing procedures
 - Perform load testing on electrical circuits and panels
 - Perform water analyses for conductivity and hardness
4. Prepare test specimens, adjust and operates equipment, and records test data, such as:
 - Perform sizing analysis and generate size fractions for testing
 - Calibrate and adjust test instruments such as gauges, balances, sensors and pumps as qualified
 - Record data from project operations systems
5. Extract engineering data from various prescribed standardized sources, such as:
 - Retrieve data from project operations software
 - Retrieve and use data from P&IDs, Instrument Indexes, logic drawings
 - Retrieve data from material test data sheets and instrument certification sheets
 - Record data from preventive maintenance performed on equipment

6. Present the data in prescribed form, such as:
 - Organize data in tabular form
 - Perform sampling calculations
 Perform a wide variety of duties in the installation, modification, and operation of test equipment used on special projects, such as:
 - Machine or fabricate replacement parts for research projects
 - Perform basic welding on non-critical applications as certified
 - Install electrical and instrument equipment to research projects.
 - Install spool pieces, blanks, and piping components
 - Install/modify tubing, piping, gauges and fittings
 - Provide operations support to research projects, including data recording and sampling
8. Perform basic preventive maintenance (i.e. visual inspections, lubrication, filter changing, cleaning, etc.).
9. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure

to within acceptable levels

3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities

Title: Engineering Technician 3

30/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least five years of job-related experience, or five years satisfactory site performance. Refer to the Memorandum of Understanding dated 11/30/00 for specific details. Specific training, certification, or licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of some complexity and variety, within, but not necessarily limited to a prescribed area of expertise. Receives initial instructions, equipment requirements, and advice from supervisor or higher level technician as needed. Performs recurring work independently, and the technical adequacy or conformity of routine work is reviewed on completion. Non-routine work may be reviewed in progress. Will perform the essential responsibilities of lower level technicians and can instruct/train other technicians. Periodically, technician can be assigned work above classification for the purpose of gaining experience for future assignments and advancement opportunities. Duties will be varied.

Responsibilities and requirements can vary between operating and support groups. Listed below are examples of responsibilities that may be required.

1. Construct components, sub-units, or simple models or adapt standard equipment. May trouble shoot and correct malfunctions, such as:
 - Fabrication and welding of air, nitrogen, and fuel distribution systems
 - Fabrication of burner nozzles and transition pieces
 - Installation of Tail gas sampling systems
 - Installation of motor and gear reduction units, performing shaft alignment to unit
 - Investigate system sources for proper pressures
 - Investigate non-operating motors and pumps and make operational
2. Follows specific layout and scientific diagrams to construct and package simple devices and sub-units of equipment, such as:
 - Fabrication and installation of vessels
3. Select or adapt standard procedures or equipment, using fully applicable precedents.
4. Select, setup, and operate standard test equipment and records test data, such as:
 - Perform pre-operation safety checks to units, correct deficiencies and document
 - Perform operation and documentation on testing unit
 - Operate sampling equipment for monitoring gas streams
5. Extract and compile a variety of engineering data from lab/test rig notes, manuals, etc.
6. Process data and identify errors or inconsistencies
7. Select methods of data presentation
8. Assists in design modification by compiling data related to design, specifications, and

- materials, which are pertinent to specific items of equipment or component parts.
- 9. Develop information concerning previous operational failures and modifications
- 10. Setup, operate, and maintain service support equipment and record data in logs
- 11. Perform major planned preventive or major overhaul maintenance using diagnostic equipment and equipment materials.
- 12. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

- 1. Be able to read, write, and perform simple mathematical calculations.
- 2. Use step and sectional ladders
- 3. Use various types of respirators, to include self contained breathing units.
- 4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
- 5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
- 6. Work in a confined area may be required.
- 7. Operation of motor vehicles including forklifts may be required.
- 8. Vision requirements include the ability to focus and depth perception
- 9. The ability to respond to visual and audio alarms is required.
- 10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
- 11. Hand eye coordination is required.
- 12. Operate cranes and hoists
- 13. Will be trained in basic first aid and rescue
- 14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
- 15. May include shift work.
- 16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

- 1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
- 2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
- 3. Employee will be trained to use spill cleanup kits.
- 4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

- 1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
- 2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.

3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 4

30/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least seven years of job-related experience. Specific training, certification, or licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of substantial complexity and variety where operational precedents may sometimes not exist. Performs recurring and non-routine work independently, and the technical adequacy or conformity of non-routine work is reviewed on completion. Such assignments are typically part of broader assignments, and they may need to be screened to eliminate and resolve unusual design problems. Will be tasked to plan and estimate requirements for such assignments. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of gaining experience for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. May be assigned to independently lead and coordinate the activities on a task or shift, which may include;
 - Recognize and correct unsafe practice and conduct
 - Ensure compliance and correct discrepancies with area safety conditions, and notify management if problems can not be resolved
 - Ensure that policies and procedures are being followed
2. Develop or review designs by extracting and analyzing a variety of engineering data
3. Perform a wide variety of duties of complex nature in the installation, modification, and operation of electronic equipment if qualified.
4. Perform market surveys for equipment as per the engineering requirements, and provide information to higher level technician, engineer, or management.
5. Assure that the daily operational log is maintained
6. Perform other position-related duties as assigned or requested.

Physical and Mental Demands:

- 1. Be able to read, write, and perform simple mathematical calculations.
- 2. Use various types of respirators, to include self contained breathing units.
- 3. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
- 4. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
- 5. Work in a confined area may be required.

6. Operation of motor vehicles including forklifts may be required.
7. Vision requirements include the ability to focus and depth perception
8. The ability to respond to visual and audio alarms is required.
9. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
10. Hand eye coordination is required.
11. Operate cranes and hoists
12. Will be trained in basic first aid and rescue
13. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
14. May include shift work.
15. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 5

30/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least nine years of job-related experience. Specific training, certification, or licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project. Conducting these assignments will involve estimating and scheduling resources and adapting plans, techniques, designs, or layouts. Will be necessary to contact personnel in related activities to resolve design and layout problems and to coordinate the work. Will perform the essential responsibilities of lower level technicians and will train/instruct lower level technicians. Duties will be varied.

Essential Responsibilities/Requirements:

1. Investigate accidents with Safety Officer, completes and forwards accident/incident reports to management.
2. Provide weekly safety contacts to assigned personnel.
3. Participate in the interviewing of candidates, and completes a non-subjective interview appraisal
4. Provide non-subjective input to management in the performance evaluations of engineering technicians assigned.
5. Provide non-subjective input to management for personnel bidding on job postings.
6. Ensure work order estimates and closeouts have been completed by the assigned lower level technicians and forwarded to management.
7. Works with management in coordinating weekly planning and work schedules.
8. Perform other position-related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers

11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PARSONS FEDERAL SERVICES INC.
(Morgantown Site)**

AND THE

UNITED MINE WORKERS OF AMERICA

Local 717

JANUARY 1, 2003, THROUGH DECEMBER 31, 2005

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ARTICLE I – PURPOSE

It is the intent and purpose of Parsons Federal Services Inc. (“PFSSI” or the “Company”) and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

2. The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company’s business. It is the intent and purpose of the parties to promote harmony between the Company, its Employees, and the Union for the efficient and successful operation of the Company’s contract with the government so that the Employees and the Company may mutually benefit.
3. Except as specified in this Agreement, the Union and the Employees it represents are not waving rights which exist under the National Labor Relations Act to bargain over Employees’ wages, hours and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.
4. The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

ARTICLE II - SCOPE AND COVERAGE

1. The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company’s Employees regularly assigned to the following bargaining unit, all full-time and regular part-time Engineering Technicians I, II, III, IV and V, employed by the Employer at its Morgantown, WV and Pittsburgh, PA Facility on the Research Facility Operations Contract or any successor contracts.
2. Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

ARTICLE III - REPRESENTATION

Section 1 - Representative

The Representative of the Union shall have access to the shops and office of Parsons Federal Services Inc. at NETL for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Human Resources Office or the Operational Manager's Office in their absence.

Section 2 - Shop Stewards

The Company recognizes the right of the Union to designate one (1) Steward and one (1) Alternate.

- (a) The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - (1) The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.
 - (2) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

Section 3 - Scope of Stewards' Union Activities

The Stewards' Union activities on Company time shall fall within the scope of the following functions:

- (a) To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate manager in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected.
- (b) To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of the Agreement.
- (c) The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- (d) The duties specified above shall not relieve the Steward of his/her duties, and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other Employees. The Steward shall notify his/her immediate manager before leaving the work area to conduct Union business.

Section 4 - Checkoff

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Employer shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Employers, and the Employers agree to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations in such reasonable form as time and circumstances may allow, said Employers shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Section 5 - Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

Section 6 - Membership

It is agreed that all Employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) days of their employment. In the event an Employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the Employee be terminated from any employment which is covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

ARTICLE IV - GENERAL WAGE PROVISIONS

Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Exhibit "A". Wages shall be paid bi-weekly.

Section 2 - Shift Differentials

The Company shall pay a shift differential of 5% for the second shift and 7% for the third shift.

Section 3 - Out of Classification Work

When a qualified Employee is specifically assigned to and works independently for a period of three (3) hours or more in a higher job classification, the Employee will receive the rate of the higher classification for the duration of his/her performance of the job.

Section 4 - Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his regular job.

Section 5 - Schedule Changes

An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

Section 6 - Tuition Refund

Tuition refund will be provided in accordance with PFSI's corporate policy at the time of this Agreement.

Section 7 - Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by Company (e.g. Safety programs, labor management cooperative programs, etc.).

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. All grievances that may arise will be handled in the following manner. Any written grievance must be filed within five (5) working days of the event given rise to the grievance. The five (5) days shall be considered from the time the grievant should have reasonably known of the grievance. In cases involving dismissals for cause, the grievance may be instituted at step three. In all steps, the grievant shall have the right to be present and at his/her request be accompanied by his/her Union representative.

Step 1 Prior to processing any written grievance, any Employee who believes he has a grievance must discuss it with his immediate manager, with the option of having his steward present. If the Employee is dissatisfied with the answer given by his manager or no answer is given within five (5) normal working days, Step 2 will be followed.

Step 2 The Employee and his steward shall present to the Human Resources Representative a written grievance form which has been approved by the Union and the Company stating what the grievance is and the remedy sought. If the Human Resource representative's decision is not acceptable, or is not given within five (5) normal workdays, Step 3 will be followed.

Step 3 The grievance shall be forwarded by the Union steward to the Operations Manager or his designated representative within five (5) normal workdays after the Human Resource Representative's unacceptable written decision, or failure to give a decision. The Operations Manager shall meet with the appropriate district representative or his designated representative within five (5) days of receipt of the grievance. If the Operation's Manager's decision is not acceptable or is not given within five (5) normal workdays, Step 4 will be followed.

Step 4 The Union may, no later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which Party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) days of receipt of the arbitrators list.

Section 2

In arbitration proceedings, the expense of the impartial Arbitrator shall be shared by both parties. The parties will be responsible for paying their own representatives and witnesses.

Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred in the hearing room.

Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

All time limits stated in this article shall be treated as jurisdictional in nature and the failure to follow any of the set times limits shall result in the grievance being void and waived and the matter shall end without resort to arbitration. A normal workday is defined as any day on which a bargaining unit Employee is at work Monday through Friday, excepting holidays.

Section 6

Except by mutual written agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article VII Section 1, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article V Section 1, Step 4 Grievance Procedure as it pertains to the Arbitrator selection process and the actual arbitration shall be held within seven days from the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual agreement of both parties.

Section 10

The Company and the Union may refer grievances to non-binding mediation based on mutual consent.

ARTICLE VI - DISCIPLINARY PROGRAM AND DISCHARGE

Disciplinary Program

- 1.) No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

- | | |
|---------------------------------|--|
| <u>1. First Offense</u> | Verbal warning, record on file with Manager and Local Steward. |
| <u>2. Second Offense</u> | Written warning with record on file with the Human Resource Office, copy given to the Local Union Steward. |
| <u>3. Third Offense</u> | Two working days off without pay, record on file with the Human Resources Office, copy to the Local Union Steward. |
| <u>4. Fourth Offense</u> | Discharge |

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers), or which could result in unlawful treatment, injury or death, to the Employee, fellow workers, or the public, the Employer shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following;

1. Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
2. Bringing firearms or other weapons on the job.
3. Intentional theft of Government, Employer or Employee property.
4. Intentional destruction of Government, Employer or Employee property.
5. Intentional fraudulent activity.
6. Intentional falsification of Government or Company documents.
7. Sexual harassment.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Company.

Section 1 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of their manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

1. Unexcused absence or tardy / first occurrence / Verbal warning.
2. Unexcused absence or tardy / second occurrence / Written warning.
- 3.) Unexcused absence or tardy / third occurrence / 3 day suspension.
- 4.) Unexcused absence or tardy / fourth occurrence Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

ARTICLE VII - DISCHARGE/ARBITRATION

Section 1 – Discharge

In cases of Discharge, the Company shall notify the Local Union President and/or Union stewards of the discharge and its reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3, all discharges will be called in for immediate Arbitration.

ARTICLE VIII - HOURS AND OVERTIME

- Section 1.** When a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2:00 p.m. Thursday in the week prior to the proposed shift change.

Section 2. A negotiated overtime distribution policy and overtime tracking roster will be posted on the appropriate bulletin boards.

Section 3. The workday shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift, which normally begins at 11:00 p.m., will be considered the first shift of the following day.

Section 4. For payroll purposes the work week shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

Section 5. Regular Work Week

The regular work week for Employees will consist of five (5) workdays during the period Monday through Friday, with two (2) consecutive days off (Saturday and Sunday), except for shift work which may be five (5) consecutive workdays during the period Monday through Sunday with two (2) consecutive days off.

Section 6. Regular Workday

The regular workday for Employees will consist of an eight (8) hour workday including one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods. For Employees working a Regular Work Week, work in excess of eight (8) hours shall be paid at time and one half. First shift shall be 7:00 a.m. until 3:00 p.m. Second shift shall be from 3:00 p.m. till 11:00 p.m. Third shift shall be 11:00 p.m. until 7:00 a.m.

Section 7. Overtime Distribution Policy

a) Purpose

The Company will make every reasonable effort to divide work among the Employees by classification and shift as impartially as is practicable. In doing this, it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and efficient operation.

b) Procedures

Step 1 In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. In the event of extenuating circumstances an Employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime distribution list for equitable distribution.

Step 2 Employees will be selected for the overtime on the basis of the lowest overtime credited hours, provided they are qualified to perform the work.

Step 3 The necessity for the Company to work overtime to provide rapid response to emergencies is recognized in order to meet customer service

requirements. It is expected that Employees will continue to cooperate in working overtime for the Company's and Employee's best interests. If there is an insufficient number of Employees to perform the required work, Employees will be selected on the basis of their ability to perform the job in the reverse order of seniority. The least senior qualified person will be required to perform the needed work.

c) Scheduled Overtime

Employees who do not want to be considered for overtime work will declare that fact and it will be so designated by the Manager. Overtime will not be tracked for that Employee. If these Employees desire to return to the distribution of overtime, they will be credited as having the highest overtime, plus one hour, in their classification.

d) Emergency Overtime

Emergency overtime will be equitably distributed when possible. Emergency overtime will be recorded separately, but included in the total overtime hours.

e) New Hires

On the hire date, new Employees will be credited with the highest overtime hours, plus one hour in the classification for distribution purposes.

Record Keeping

A written record of overtime worked by Employees will be maintained by the Employee's Manager. The overtime record will indicate the Employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with future available scheduled overtime, provided the Employee is qualified for the job to be done and it does not disrupt efficient operation.

g) Time Sheets

This policy is for distribution of overtime hours worked. For pay purposes, overtime hours are the hours recorded on the time sheet.

h) Implementation of Policy

To begin the overtime distribution process the Company will provide a report of year-to-date overtime worked. These hours will be transferred to an Overtime Distribution Record form.

Section 8 - Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customers' needs. The Union and affected Employees will be given five working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed the Employees with the most seniority will be awarded the four/ten's provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/ten's provided they have the necessary skills to perform the job. On this four/ten shift Employees will be paid time and one half of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

Section 9 – Altered Work Schedule (AWS)

The Company may assign Employees an altered work schedule (AWS) consisting of eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. At least three (3) days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

Section 10 - Overtime Calculations and Premium Days

- a. Time worked on Saturday and Sunday shall be paid at time and one-half (1-1/2) of the Employee's rate, and time worked on Holidays shall be paid at two and one half (2 ½) times the Employee's rate.
- b. Holidays and personal leave shall be included as time worked for the purpose of calculating overtime.
- c. There will be no "pyramiding" of overtime allowed.

Section 11 - Call Out Pay

An Employee called back to work after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at their straight time rate of pay or pay for actual hours worked whichever is greater.

Section 12 - Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless

notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

Section 13 - Administrative Leave

When the site is closed due to weather or other catastrophic reasons, Employees will receive administrative leave only when reimbursement is allowed by the DOE.

ARTICLE IX- SENIORITY

Section 1. – Seniority

- a) Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with Parsons Federal Services Inc. and all predecessor employers.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement.
- c) The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.
- d) A probationary period of ninety (90) days will be observed for each new Employee during which time the Company will make specific and periodic evaluations of the Employee's qualifications, skills and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date. During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

Section 2. – Layoff

The Company will determine the time of layoffs and the number of Employees to be laid off and in what job classifications layoffs will occur.

If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as to who shall be laid off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.

- 2) An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tiebreaker. Recall to employment from layoff shall be in reverse order of the layoff.
- 3) In the case of a layoff, probationary Employees shall be laid off first.
- 4) If at the time of layoff, any eligible Employee refuses to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- (1) Discharge for just cause, quit, retirement, or resignation;
- (2) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.
- (3) Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Company.
- (4) Failure to return to work upon expiration of a leave of absence;
- (5) Absence in excess of one (1) year due to physical disability; except where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of Disability, the Employee must present appropriate documentation verifying their availability date and medical release.

Section 4 – Recall

a) Order of Recall

If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the laid off panel of Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall.

b) Notice to Recall

The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

Section 5 - Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement any Employee may submit a bid for the job to the Human Resources Office in writing, during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days. If the Employer does not fill the job that is bid within 60 days, regardless of the reason, and later decides to fill that vacancy, the bid must be reposted before the job can be awarded.

Section 6 - Selection

From among Employees qualified for a posted job, who submit bids for the job, the Company will award the job to the most senior/qualified Employee. Provided that if two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.

Section 7 - Restriction on Bidding

An Employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job

classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of twelve (12) months after being awarded the job.

Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) workdays after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

Section 9 - Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all Employees.

ARTICLE X - HOLIDAYS

Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

1. New Year's Day
2. President's Day
3. Martin Luther King Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Holidays that fall on Sunday will be observed on the following Monday and
Holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state on the day before and the day after the Holiday.

Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential if applicable.

Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1 1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay plus shift differential if applicable.

Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday and the observed Holiday shall be paid as Holiday pay.

ARTICLE XI – PERSONAL LEAVE

Section 1. Personal Leave

<u>Years of Full Time Service</u>	<u>Accrual Rate</u>
Less than two years	12 days
Two to five years	15 days
Five to ten years	18 days
Ten to fifteen years	21 days
Fifteen to twenty years	24 days
Over twenty years	27 days

- a) All full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) for a minimum of fifteen days during the month shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of full-time service. Personal leave may be taken in thirty (30) minute increments.
- b) Employees may carry over a maximum of 288 hours of personal leave from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.
- c) Employees will begin to accrue leave at the higher rate beginning with the first pay period of the month after the Employee completes the number of years of service required for the higher rate.
- d) Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first come first serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the situation will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the

Employee's manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time.

Section 2 –Catastrophic Leave

Employees will continue to accrue 2 hours of catastrophic leave per month into their leave account. Current catastrophic leave accumulation will be carried forth into this Agreement. Leave balances will be carried over from one year to the next. Leave usage will be in accordance with Company policy which shall be revised in consultation with the Union.

ARTICLE XII - LEAVES OF ABSENCE

Section 1 - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. Upon the approval of Human Resources, an Employee may reserve one of the days for estate affairs at a later date. The Employee shall receive pay at his/her regular rate, provided it is established that he/she attended the funeral.

Section 2 - Severance Pay

An Employee who is terminated shall be paid one week's pay per year of Service up to a maximum of eighteen (18) weeks (minimum of 1 week will be paid).

Section 3 – Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action.

In order to be paid by the Company for such leave, the Employee must submit to the Human Resources written proof of having served, and the duration of such service.

Section 4 - Military Service

Regular full-time Employees who are members of a military reserve organization and are ordered to temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment

is made for up to ten days of training in any calendar year. In support of this payment, Employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training

Section 5 - Union Business

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities. Unless otherwise allowed by the Employer, no more than two leave requests will be granted for Union activities on any given day.

ARTICLE XIII - MANAGEMENT RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including but not limited to:

1. The direction of the working force including the right to hire and decide the number of Employees required and to make rules governing the conduct of the working force which will be applied in a reasonable fashion.
2. Determine work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices.
3. Require all Employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
4. Discharge, suspend, or discipline Employees for just cause.
5. The Company may, if it desires, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
6. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to Government. Therefore, the Union will encourage and advise the Employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an Employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.

7. It is understood by the Company and agreed to by the Union, that the Employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any Employees who are not covered by this Agreement doing non-bargaining unit work.
8. The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the employees provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

ARTICLE XIV - PERIODIC CONFERENCES

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than three times per year, to discuss items of mutual interest. The Company shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the Employees of the Company shall be compensated at their applicable straight time rate for their time spent in conference.

ARTICLE XV - BULLETIN BOARDS

The Employer will provide a bulletin board or bulletin boards for the use of the Local Union on the property that are in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

ARTICLE XVI – SAFETY

Section 1

The Company will comply with all applicable health and safety laws and regulations and the Company and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees that the Company may terminate any Employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All Employees must immediately report any work-related injury, as per site policy. An Employee may not be discriminated against for following this procedure.

Section 2.

The Company and the Union agree to establish a quarterly meeting to cooperate in the elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from management and three (3) representatives from the Union.

Section 3.

All Employees will follow the Company's Safety Operating Policies and Procedures as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all Employees on the Local Area Network (LAN) and in the Company's office of Environmental Safety and Health (EH&S). Any new Safety policies and/or procedures established by the Company shall be posted on the bulletin boards.

Section 4.

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with management personnel shall be granted access subject to the routine check in/out procedures.

Section 5.

In cases involving major accidents or fatalities of bargaining unit Employees, the Union steward will be allowed to participate in the Company's investigation of the incident.

ARTICLE XVII - NEW EQUIPMENT

In the event that new equipment or devices are introduced and are to be operated or maintained by bargaining unit personnel, the Company agrees to provide training on such equipment on an as needed basis. The Employees and the manner in which they are trained, will be determined by the Company.

ARTICLE XVIII – SUCCESSORSHIP

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE XIX - NO STRIKE - NO LOCKOUT

1. The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.
2. The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in or sanction any strike during the term of this Agreement.

ARTICLE XX - TEMPORARY/PART TIME EMPLOYEES

No one may be retained in a temporary or part time capacity while any full-time Employee is on layoff. Temporary/part time Employees may never exceed fifteen percent (15%) of the full time classified workforce even when there is no reduction in

force/layoff. Temporary Employees with an anticipated employment of less than six (6) months will receive \$1.65 per hour in lieu of benefits. Part-time Employees will receive \$1.65 per hour in lieu of benefits. Temporary Employees shall not be employed for more than six (6) consecutive months.

ARTICLE XXI - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS

The Employer agrees to continue the practice of providing Employees with certain wearing apparel, tools and safety devices including, but not limited to, steel toed boots and shoes, uniforms, safety glasses, gloves, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items the Union will immediately negotiate with the Employer with respect to the impact that such changes have had on it's membership.

ARTICLE XXII – HEALTH BENEFITS

Section 1 - Health Care

Plan general outline attached - Plan carrier is at the discretion of the Employer, but changes in the level of benefits are subject to collective bargaining.

a) First Full Year of the Agreement- January 2004 to December 2004

Health care rates shall be set at:

Morgantown:
\$141.12 per month for full family coverage
\$100.15 per month for two party coverage
\$45.52 per month for single coverage

(b) Second and Third Full Year of the Agreement - January 2004 to December 2005

In the event that health care costs increase from one (1%) to four percent (4%) of the currently quoted premiums, (\$940.79 for Full Family Coverage, \$667.66 for 2-Party Coverage, \$303.48 for Single Coverage) the employer will cover the entirety of the cost increases.

In the event that health care costs increase one (1%) to four percent (4%) over the initial four percent increase outlined previously, the Employee will pay up to a maximum of four (4%) toward the cost share in their health care premium per month. The maximum shall be four percent (4%). The employer must show proof to the International Union and the UMWA District of cost escalation's above the initial four percent (4%) levels prior to raising co-pay premiums on the represented Employees no later than 30 days prior to the beginning of plan year starting dates in the second and third full year of this Agreement in order for these increases to be applied to the following year premiums. Failure to do

so will result in the next benefit year having the same premiums as the previous year.

Should the cost of health care increase over eight percent (8%) to the employer, the employer will have the option to notify the Union with respect to reopening the contract to bargain over the impact of such health care cost escalation's. Such re-opener request must be made by the employer no later than 30 days after January of the year 2004 or January of the year 2005. Once the re-opener windows pass the employer must wait until the next window opportunity to tender a request to the Union to reopen the Agreement over the health care issue. In the event that the employer chooses to reopen and does so in a timely fashion, the Union is free to address any and all contract provisions, including offering new areas for bargaining in order to bargain increased benefits for its membership in order to mitigate the impact of any increases that the employer may propose in the area of health care coverage amounts.

Section 2 – Waiver of Health Care Benefits

Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following:

Individual - \$650.00 per year Family - \$650.00 per year

Article XXIII - DENTAL PLAN

The Dental Plan currently in effect will continue with a rate of \$15.00. Such rate shall continue for the life of this Agreement.

ARTICLE XXIV - SCHEDULE OF OTHER BENEFITS

Section 1 - Life Insurance and AD&D

The Company will provide Life insurance as currently stated in the PFSI policy, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the PFSI policy, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars. The rates for dismemberment/loss of sight etc. will also follow the current PFSI policy.

Section 2 - Long Term Disability

Employees may participate in the Company's Long Term Disability (LTD) Insurance Program as described in the PFSI LTD policy.

Section 3 - Retirement/401K Savings Plan

The Employer agrees to establish for each represented Employee an individual 401K Savings and Investment Plan. The Plan shall be established and handled by a reputable investment company and administered by them under arrangements with the Employer pursuant to the following:

1. The 401K Savings and Investment Plan will be funded on behalf of each Employee covered under the terms of this Agreement with respect to one or both of the following avenues;
 - (a) Employer contributions only up to a certain yearly maximum.
 - (b) Combination of Employer contribution up to a certain yearly maximum and Employer contribution for each Employee dollar set aside into the 401K savings and Investment Plan.
2. The Employer will be responsible for putting into an Employee's account the amount of fifty cents (\$.50) for each hour worked in a given year up to a maximum of one thousand dollars (\$1000) per contract year. This contribution by the Employer shall be made without respect to any contributions made by the Employee.
3. In addition to the contributions made by the Employer under (2) above, an Employee may elect to set aside a portion of his/her pay each pay period to also be placed into their 401K Savings and Investment Plan.
 - (a) Should the Employee choose to apply a portion of his/her pay as outlined in (3) above, the Employer, in addition to the contributions outlined in (2) above will also contribute fifty-five cents (\$.55) for every dollar set aside by the Employee up to six (6) percent of his/her salary.
4. The Employer agrees that it will bear the costs associated with the fees charged by the financial advisors who are handling the 401K Savings and Investment Plan for the Employer pursuant to this Agreement.
5. The 401K Savings and Investment Plan shall offer a diverse selection of investment vehicles in which an Employee may choose to invest his/her monies.
6. A year within the Plan outlined herein will run from anniversary date to anniversary date of the effective date of this collective bargaining Agreement.

Section 4 - Dependent Life Insurance Plan/Supplemental Life Insurance Plan

Employees may participate in the Dependent/Supplemental Life Insurance Program as described in the PFSI policy.

Section 5 - Accident & Sickness/Short Term Disability

The Company will provide A&S insurance as stated in the current PFSI policy, equal to two-thirds (2/3rds) of the Employee's weekly base rate up to a maximum of eight hundred (\$800) dollars per week.

Section 6 – Awards Fees Distribution

Bargaining unit members shall participate in twenty-five (25%) percent of the Awards Fees Distribution program.

ARTICLE XXV - TERM OF AGREEMENT

This Agreement shall take effect January 1, 2003, and shall remain in effect through December 31, 2005 and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to January 1, 2006.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 1st Day of JAN., 2003.

Michael Eddy
or the Union

DP Reel
For the Employer

Date 1/1/03

Date 1/1/03

APPENDIX A

Wages

- On January 1, 2003, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.
2. On January 1, 2003, the Employer shall remit to each Employee covered by this contract a check in the amount of three hundred dollars (\$300.00) less applicable withholdings representing a Fringe Benefit Payment.
- On January 1, 2004, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.
4. On January 1, 2005, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.

<u>Classification</u>	<u>1/01/03</u>	<u>1/01/04</u>	<u>1/01/05</u>
Tech I	\$13.33	\$14.08	\$14.83
Tech II	\$17.20	\$17.95	\$18.70
Tech III	\$19.10	\$19.85	\$20.60
Tech IV	\$21.55	\$22.30	\$23.05
Tech V	\$25.38	\$26.13	\$26.88

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN PFSI AND UMWA LOCAL 1717

PFSI will post the appropriate jobs to reach the agreed upon staffing levels.

1. The attached job descriptions will replace the existing job descriptions in the collective bargaining agreement.
2. We will dismiss all current grievances without prejudice or precedent.
3. Engineering Technician I (ET-1) and (ET-2) will follow the agreed upon timeline to ET-3.

ET-1 to ET-2

Advancement to ET-2 will be based on one calendar year of satisfactory job performance. Unsatisfactory performance must be documented and may delay advancement. Job performance will be evaluated quarterly and the individual will be counseled.

ET-2 to ET-3

Advancement to an ET-3 will occur after the individual has five years of satisfactory site experience. Previous experience/education can be substituted for up to one year of site experience. Unsatisfactory job performance must be documented and may delay advancement. Job performance will be evaluated and the individual will be counseled.

Any delay in advancement under this item #3 may be challenged pursuant to Article 5, Grievance Procedure of the Collective Bargaining Agreement.

4. Additional ET-4 and ET-5 positions will be available if the need exists, as determined by management, or with regard to ET-5's, if five or more technicians are hired. No ET-6 classification work is being, or has been, performed by bargaining unit members.
5. Any level technician can work independently on tasks within his job description with periodic instruction and/or guidance from higher level technicians or supervisors. No technician on any level requires constant supervision.
6. ET-2 and above can train, instruct and provide guidance to other technicians equal to/or lower than his level.

7. ET-3 can assist in design work, and design work can be performed by ET-4 and above (see job descriptions). Field fitting and dimensional changes do not constitute design.
8. A group of two or more technicians at any level can work together as a team on tasks that they are competent to perform. The higher-level technicians can/should provide guidance to the team. A lower level technician can work as a helper with a higher level technician on tasks in the higher level. ET-1 and ET-2 may be assigned higher level work for the purpose of training and qualification for advancement. This does not constitute out of classification work. However, once an employee reaches ET-3 he will be paid the applicable rate for the work performed.
9. UMWA will agree to the current Award Fee sharing plan.
10. PFSI will recognize government site seniority.

This MOU will be effective October 6, 2000.

Morgantown Position Descriptions

Title: Engineering Technician 1

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High School diploma/GED or equivalent, and no job-related experience. Good communication and analytical skills.

Purpose and Scope:

Under guidance/training from a higher level technician or supervisor or using detailed procedures/work instructions, performs simple and routine tasks or tests within, but not necessarily limited to a prescribed area of expertise. Work is checked in progress or on completion. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. Assemble or install equipment or parts requiring simple wiring, soldering, or connections, such as:
 - Install conduit, pull wire and terminate wire
 - Replace fuses, CB, overloads, electrical devices
 - Mount transmitters, thermocouples and gauges
 - Fabricate panels and assemble control bays
2. Perform simple or routine tasks or tests, such as tensile or hardness test, sample grinding, or sieve analysis, such as:
 - Transferring coal/or other bulk solids
 - Perform bulk density, crush strength and attrition testing
 - Prepare feedstocks (mix, blend)
 - Fill and weigh drums
 - Painting, labeling
3. Operate and adjust simple test equipment, and record data, such as:
 - Calibrate instruments such as gauges, balances and sensors
 - Operate Digital Voltage Meter
 - Use calipers and torque wrenches
4. Gather and maintain specified records of engineering data, such as:
 - Test data sheets, drawings, MSDS, P&ID's
 - Data log books
 - Perform Inventories
5. Perform computations by substituting numbers in specific formulas, such as:
 - Iso kinetic sampling and calculations
 - Release analysis, moisture analysis, water quality analysis
 - Engineering units conversion
 - Simple electrical calculations
6. Assist with the installation, fabrication, modification, and operation of test equipment used on special projects, such as:

Operate portable power tools (drills, saws, grinders, etc.)

Operate pipe threader, drill press, band saws, lathe, jig saw and other stationary equipment

- Install tubing, piping, gauges, valves and fittings
- Operate oxy-acetylene torch

Perform routine facilities maintenance and repair and support higher level technicians in performing non-routine facilities maintenance and repair.

8. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.

Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.

3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 2

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least three years of job-related experience, or one year satisfactory performance at an Engineering Technician 1 level. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Under guidance from a higher level technician or supervisor, performs generally standardized tasks or tests involving a sequence of related operations, within, but not necessarily limited to a prescribed area of expertise. Follows standard work methods on recurring assignments, but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may also be reviewed in progress. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities:

1. Assemble or construct simple or standard equipment or parts, such as:
 - Assemble flow loop components for completion.
 - Construct project I/O hardware panels.
 - Fabricate sheet metal enclosures.
 - Install and fabricate tubing and piping runs per the P&IDs.
2. Service or repair simple instruments or equipment, such as:
 - Repair or replacement of pumps and motors used on research projects
 - Repair or replacement of thermocouples, gauges, switching devices, and valves.
 - Troubleshoot and repair or replacement of electrical devices and I/O hardware
3. Conduct a variety of tests using established methods, such as:
 - Perform leak and hydro testing procedures
 - Perform load testing on electrical circuits and panels
 - Perform water analyses for conductivity and hardness
4. Prepare test specimens, adjust and operates equipment, and records test data, such as:
 - Perform sizing analysis and generate size fractions for testing
 - Calibrate and adjust test instruments such as gauges, balances, sensors and pumps
 - Record data from project operations systems (APACS, GENESIS, PARAGON, etc.)
5. Extract engineering data from various prescribed but non-standardized sources, such as:
 - Retrieve data from project operations software
 - Retrieve and use data from P&IDs, Instrument Indexes, logic drawings
 - Retrieve data from material test data sheets and instrument certification sheets
 - Record data from preventive maintenance performed on equipment
6. Present the data in prescribed form, such as:

- Organize data in tabular form
- Graph test data
- Perform sampling calculations

Perform a wide variety of duties in the installation, modification, and operation of test equipment used on special projects, such as:

- Machine or fabricate replacement parts for research projects
 - Perform basic welding on non-critical applications
 - Install electrical and instrument equipment to research projects.
 - Fabricate sheet metal cabinets, wire trays, and hoods
 - Install spool pieces, blanks, and piping components
 - Install/modify tubing, piping, gauges and fittings
 - Provide operations support to research projects, including data recording and sampling
8. Perform basic preventive maintenance (i.e. visual inspections, lubrication, filter changing, cleaning, etc.).
 9. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure

to within acceptable levels

3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 3

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least five years of job-related experience, or four years satisfactory performance at an Engineering Technician 2 level. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of some complexity and variety, within, but not necessarily limited to a prescribed area of expertise. Receives initial instructions, equipment requirements, and advice from supervisor or higher level technician as needed. Performs recurring work independently, and the technical adequacy or conformity of routine work is reviewed on completion. Non-routine work may be reviewed in progress. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. Construct components, sub-units, or simple models or adapt standard equipment. May trouble shoot and correct malfunctions, such as:
 - Fabrication and welding of air, nitrogen, and fuel distribution systems
 - Fabrication of burner nozzles and transition pieces
 - Installation of Tail gas sampling systems
 - Installation of motor and gear reduction units, performing shaft alignment to unit
 - Investigate system sources for proper pressures
 - Investigate non-operating motors and pumps and make operational
2. Follows specific layout and scientific diagrams to construct and package simple devices and sub-units of equipment, such as:
 - Fabrication and installation of vessels
 - Fabrication and installation of instrument racks
 - Fabrication and installation of process piping
 - Installation of electrical conduit and switch gear
 - Fabrication and installation of process control panel and components
3. Select or adapt standard procedures or equipment, using fully applicable precedents.
4. Select, setup, and operate standard test equipment and records test data, such as:
 - Perform pre-operation safety checks to units, correct deficiencies and document
 - Perform operation and documentation on testing unit
 - Operate sampling equipment for monitoring gas streams

5. Extract and compile a variety of engineering data from lab/test rig notes, manuals, etc.
6. Process data and identify errors or inconsistencies
7. Select methods of data presentation
8. Assists in design modification by compiling data related to design, specifications, and materials, which are pertinent to specific items of equipment or component parts.

Develop information concerning previous operational failures and modifications

10. Setup, operate, and maintain service support equipment and record data in logs

Perform major planned preventive or major overhaul maintenance using diagnostic equipment and equipment materials.

12. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 4

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least seven years of job-related experience. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of substantial complexity and variety where operational precedents may sometimes not exist. Performs recurring and non-routine work independently, and the technical adequacy or conformity of non-routine work is reviewed on completion. Such assignments are typically part of broader assignments, and they may need to be screened to eliminate and resolve unusual design problems. Will be tasked to plan and estimate requirements for such assignments. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. May be assigned to independently lead and coordinate the activities on a task or shift, which may include;
 - Recognize and correct unsafe practice and conduct
 - Notify management of any abnormal physical or mental conditions (state) of employcc on assigned shift
 - Ensure compliance and correct discrepancies with area safety conditions, and notify management if discrepancies can not be resolved
 - Ensure that policies and procedures are being followed
2. Develop or review designs by extracting and analyzing a variety of engineering data
3. Perform a wide variety of duties of complex nature in the installation, modification, and operation of electronic equipment.
4. Perform market surveys for equipment as per the engineering requirements, and provide information to higher level technician, engineer, or management.
5. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders

3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 5

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least nine years of job-related experience. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project. Conducting these assignments will involve estimating and scheduling resources and adapting plans, techniques, designs, or layouts. Will be necessary to contact personnel in related activities to resolve design and layout problems and to coordinate the work. Will perform the essential responsibilities of lower level technicians and will train/instruct lower level technicians. Duties will be varied.

Essential Responsibilities/Requirements:

- Investigate accidents with Safety Officer, completes and forwards accident/incident reports to management.
- Provide weekly safety contacts to assigned personnel.
- 3. Participate in the interviewing of candidates, and completes interview appraisal forms.
- 4. Provide non-subjective input to management in the performance evaluations of engineering technicians assigned.
- 5. Provide non-subjective input to management for personnel bidding on job postings.
- Ensure work order estimates and closeouts have been completed by the assigned lower level technicians and forwarded to management.
- Works with management in coordinating weekly planning and work schedules.
- 8. Perform other position-related duties as assigned or requested.

Physical and Mental Demands:

- 1. Be able to read, write, and perform simple mathematical calculations.
- 2. Use step and sectional ladders
- 3. Use various types of respirators, to include self contained breathing units.
- 4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.

5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W.Gross
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1999-0577

Revision No.: 3

Date of Last Revision: 05/01/2003

This wage determination applies at the address(es) below:

Federal Energy Technology Center, Monongalia County, WV

Employed on contracts for site and program support operations services.

Collective Bargaining Agreement between EG&G Services and The United Mine Workers of America effective January 1, 2003 through February 28, 2006.

Collective Bargaining Agreement between EG&G Technical Services and The United Mine Workers of America Clerical Unit effective February 1, 2001 through January 31, 2004.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

#10#13

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EG&G SERVICES

AND THE

UNITED MINE WORKERS OF AMERICA

January 1, 2003 THROUGH February 28, 2006

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ARTICLE I – PURPOSE

It is the intent and purpose of the Company and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business. It is the intent and purpose of the parties to promote harmony between the Company, its Employees, and the Union for the efficient and successful operation of the Company's contract with the government so that the Employees and the Company may mutually benefit.

Except as specified in this Agreement, the Union and the Employees it represents are not waiving rights which exist under the National Labor Relations Act (NLRA) to bargain over Employees' wages, hours and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.

The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

ARTICLE II - SCOPE AND COVERAGE

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's Employees regularly assigned to the following bargaining unit, all full-time and regular part-time Computer Technicians, Electrical Technicians, Environmental Safety and Health Technicians, Facilities Maintenance Technicians, Fleet Operators, HVACR Technicians, Stationary Engineering Technicians, Mobile Equipment Repair Technicians, and Storeroom Attendants employed by the Employer at its Morgantown Facility on the Site Operations and Program Support Services Contract or any successor contracts.

Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

ARTICLE III - REPRESENTATION

Section 1 - Representative

The Representative of the Union shall have access to the shops and office of EG&G at the National Energy Technology Laboratory (NETL) for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Human Resources Office or the Program Manager's Office in their absence.

Section 2 - Shop Stewards

The Company recognizes the right of the Union to designate one (1) Steward and one (1) Alternate for site support. The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.
- b. The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

Section 3 - Scope of Stewards' Union Activities

Stewards' Union activities on Company time shall fall within the scope of the following functions:

- a. To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate manager in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected.
- b. To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement.
- c. The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- d. The duties specified above shall not relieve the Steward of his/her duties and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other Employees. The Steward shall notify his/her immediate manager before leaving the work area to conduct Union business.

Section 4 - Checkoff

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Company covered by this contract and shall be remitted by the Company to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Company shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Company, and the Company agrees to aid, assist and cooperate in obtaining written authorizations from each Employee so employed. Upon the presentation to the Company of such authorizations in such reasonable form as time and circumstances may allow, said Company shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Section 5 - Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

Section 6 - Membership

It is agreed that all Employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) calendar days of their employment. In the event an Employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the Employee be terminated from any employment which is covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

ARTICLE IV - GENERAL WAGE PROVISIONS

Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Appendix A. Wages shall be paid biweekly.

Section 2 - Shift Differentials

The Company shall pay a shift differential of 5% for the second shift and 7% for the third shift.

Section 3 - Out of Classification Work

When a qualified Employee is specifically assigned to and works independently for a period of four (4) hours or more in a higher job classification, the Employee will receive the rate of the higher classification for the entire shift.

Section 4 - Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his/her regular job.

Section 5 - Schedule Changes

An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

Section 6 - Tuition Refund

Tuition refund will be provided in accordance with Company policy at the time of this Agreement.

Section 7 - Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by Company (e.g., safety programs, labor management cooperative programs, etc.).

ARTICLE V - GRIEVANCE PROCEDURE

Section 1

All grievances that may arise will be handled in the following manner.

Step 1: The Employee having a grievance will present the same verbally to his manager during the workday in which the act or condition originating the grievance occurs, if possible, but in any

event not later than five (5) working days from the day on which the grievant should reasonably have known of the event giving rise to the grievance. A steward shall be given the opportunity to be present if the employee so desires. The manager will render his decision within five (5) working days of his meeting with the grievant. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. Any grievance not filed by the aggrieved party within five (5) working days of the time when the employee reasonably should have known it shall be denied as untimely and not processed further.

Step 2: Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, the Union shall submit the grievance in writing on a Standard Grievance form to the Human Resources representative within five (5) working days thereafter. The written grievance presented must contain the basis of the employee's claim, articles violated and suggested remedy. Within seven (7) working days from the time the employee or steward submits the written grievance, the steward will meet with the HR Representative or his designated representative and they shall make every effort to settle the dispute. Should the grievance not be satisfactorily settled by the steward and the HR representative, the Union shall present the grievance to a UMW District representative.

Step 3: Within seven (7) working days of the time the grievance is referred to them, the District Representative and the Program Manager or his designee shall meet to review the facts and pertinent contract provisions in an effort to reach agreement. The grievant and the steward shall have a right to be present.

Step 4: The Union may, not later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service (FMCS) submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators, the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) working days of receipt of the arbitrators list.

Section 2

In arbitration proceedings, both parties shall share the expense of the impartial Arbitrator. The parties will be responsible for paying their own representatives and witnesses.

Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred in the hearing room.

Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

All time limits stated in this article shall be treated as jurisdictional in nature and the failure to follow any of the set time limits shall result in the grievance being void and waived and the matter shall end without resort to mediation/arbitration. A normal workday is defined as any day on which a bargaining unit Employee is at work Monday through Friday, except holidays.

Section 6

Except by mutual written Agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article VII, Section 1, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article V, Section 1, Step 4, Grievance Procedure, as it pertains to the Arbitrator selection process, and the actual arbitration shall be held within seven (7) days from the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual Agreement of both parties.

Section 10

The Company and the Union may refer grievances to non-binding mediation based on mutual consent.

ARTICLE VI - DISCIPLINARY PROGRAM AND DISCHARGE

Section 1 - Disciplinary Program

No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

First Offense - Verbal warning, with a record on file with Department Manager and Local Steward.

Second Offense - Written warning with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

Third Offense - Two working days off without pay, with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

Fourth Offense - Discharge.

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers) or which could result in injury or death, to the Employee, fellow workers, or the public, the Company shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following:

- a. Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
- b. Bringing firearms or other weapons on the job.
- c. Intentional theft of Government, Company or Employee property.
- d. Intentional destruction of Government, Company or Employee property.
- e. Intentional fraudulent activity.
- f. Intentional falsification of Government or Company documents.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Company.

Section 2 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits the Company's ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of his/her manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- a. Unexcused absence or tardy / first occurrence / Verbal warning.

- b. Unexcused absence or tardy / second occurrence / Written warning.
- c. Unexcused absence or tardy / third occurrence / 3 day suspension.
- d. Unexcused absence or tardy / fourth occurrence / Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

ARTICLE VII - DISCHARGE/ARBITRATION

Section 1 - Discharge

In cases of discharge, the Company shall notify the Local Union President and/ or Union stewards of the discharge and the reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3 all discharges will be referred to immediate Arbitration.

ARTICLE VIII - HOURS AND OVERTIME

Section 1

When a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2 p.m. Thursday in the week prior to the proposed shift change.

Section 2

A negotiated overtime distribution policy and overtime tracking roster will be posted on the appropriate bulletin boards.

Section 3

The work day shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift which normally begins at 11:00 p.m. will be considered the first shift of the following day.

Section 4

For payroll purposes the work week shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

Section 5 - Regular Work Week

The regular work week for Employees will consist of five (5) work days during the period Monday through Friday, with two (2) consecutive days off (Saturday & Sunday.)

In order to modify the NETL Site Heating schedule, the round-the-clock seven day schedule requires modification in order to implement the schedule. It is understood by both parties the need to start a different schedule for the NETL Site Heating season. The schedule will consist of seven (7) days on and two (2) days off, six (6) days on and two (2) days off, and seven (7) days on and four (4) days off. The rotation will begin with the first shift 6:30 a.m. to 2:30 p.m., then move to the second shift 2:30 p.m. to 10:30 p.m., and conclude with the third shift 10:30 p.m. to 6:30 a.m. The third shift, which normally begins at 10:30 p.m., will be considered the first shift of the following day. The operator completing their shift will stay 15 minutes beyond their shift for shift turnover to inform the on-coming operator on the operations status. This time will be recorded as overtime at one and one half times their rate. The shift operator will not leave the operation unattended until relief is obtained. After a complete rotation, the employee will return to the regular work week schedule under Article VIII, Section 5 – Regular Work Week until their next turn in the rotation or shift work to meet project schedule runs with one exception.

Exception: the first week of their return will consist of an afternoon shift on Tuesday to perform as the shift operator.

Section 6 - Regular Work Day

Regular work day for Employees will consist of an eight (8) hour work day including one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods. Overtime work shall be compensated at a rate of time and one half for all hours worked in excess of 40 hours in a work week or eight (8) hours in a work day. This provision shall not apply to employees assigned to a 4/10 schedule.

For employees working a regular work week, the first shift will be from 6:00 am to 2:30 pm; the second shift will be from 2:00 pm to 10:30 pm and third shift will be from 10:00 pm to 6:30 am.

Section 7 - Overtime Distribution Policy

a. Purpose

The Company will make every reasonable effort to divide work among the Employees in each Department by classification and shift as impartially as is practicable. In doing this it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and the efficient operation of the Department.

b. Procedures

Step 1 -- In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform

the overtime work required. If, in the event of extenuating circumstances, an Employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime distribution list for equitable distribution.

Step 2 -- Employees will be offered overtime on the basis of the lowest overtime credited hours, provided they are qualified to perform the work.

Step 3 -- The necessity for the Company to work overtime to provide rapid response to emergency overtime is recognized in order to meet customer service requirements. It is expected that Employees will continue to cooperate in working overtime for the Company's and Employee's best interests. If there is an insufficient number of Employees to perform the required work, Employees will be selected on the basis of their ability to perform the job in the reverse order of seniority. The least senior qualified person will be required to perform the needed work.

c. Overtime

Employees who do not want to be considered for assignments as part of the overtime distribution list will declare that fact, and it will be so designated by the Manager. Overtime will not be tracked for that Employee. If the Employee later desires to return to the distribution of such overtime, he will be credited as having the highest overtime, plus one hour, in their department and classification.

d. Emergency Overtime

Emergency overtime will be equitably distributed when possible. Emergency overtime will be recorded separately, but included in the total overtime hours.

e. New Hires

On their date of hire, new Employees will be credited with the highest overtime hours, plus one hour in the department and classification for distribution purposes.

f. Record Keeping

A written record of overtime worked by Employees in each Department will be maintained by the Employee's Manager. The overtime record will indicate the Employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with

future available scheduled overtime, provided the Employee is qualified for the job to be performed and the efficient operation of the Department is not disrupted.

g. Time Sheets

This policy is for distribution of overtime hours worked. For pay purposes overtime hours are the hours recorded on the time sheet.

h. Implementation of Policy

To begin the overtime distribution process the Company will provide a report of year-to-date overtime worked. These hours will be transferred to an Overtime Distribution Record form.

Section 8 - Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customer's needs. The Union and affected Employees will be given seven (7) working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed, the Employees with the most seniority will be awarded the four/tens provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/tens provided they have the necessary skills to perform the job. On this four/ten shift, Employees will be paid time and one half (1-1/2) of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

Employees who are assigned to the 4/10 schedule will be given holiday pay for holidays which fall on their regularly scheduled work days. During the last pay period of the calendar year, their holiday pay records will be reviewed and they will receive additional holiday pay to make the total holidays paid to them in that calendar year equal to eighty (80) hours.

Section 9 - Altered Work Schedule

The Company may assign Employees an altered work schedule (AWS) consisting of 8 hours between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. At least 3 days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

Section 10 - Overtime Calculations and Premium Days

- a. Time worked on Saturday and Sunday shall be paid at time and one-half (1-1/2) of the Employee's rate, and time worked on Holidays shall be paid at two and one half (2 1/2) times the Employee's rate.

- b. Holidays and personal leave shall be included as time worked for the purpose of calculating overtime.
- c. There will be no "pyramiding" of overtime allowed.

Section 12 - Call Out Pay

An Employee called back to work after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at their straight time rate of pay or pay for actual hours worked whichever is greater.

Section 13 - Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

Section 14 - Administrative Leave

When the site is closed due to weather or other catastrophic reasons, Employees will receive Administrative Leave only when reimbursement is allowed by the DOE.

ARTICLE IX - SENIORITY

Section 1 - Seniority

- a. Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with EG&G and all predecessor contractors.
- b. Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement.
- c. The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.

Section 2 - Layoff

The Company will determine the time of layoffs, the number of Employees to be laid off, and in what job classifications layoffs will occur.

- a. If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as to who shall be laid

off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.

- b. An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tie-breaker. Recall to employment from layoff shall be in reverse order of the layoff.
- c. In the case of a layoff, temporary Employees shall be laid off first, followed by probationary employees.
- d. If at the time of layoff, any eligible Employee declines to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a. Discharge for just cause, voluntary termination, retirement, or resignation.
- b. Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.
- c. Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Company.
- d. Failure to return to work upon expiration of a leave of absence.
- e. Absence in excess of 18 months due to physical disability; except where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the

period used in calculating a lump sum payment. Upon return to work from a period of disability, the Employee must present appropriate documentation verifying their availability date and medical release.

Section 4 - Recall

a. Order of Recall

If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the panel of laid off Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall.

b. Notice of Recall

The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

Section 5 - Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee bulletin boards for five (5) work days. Subject to the provisions elsewhere in this Agreement any Employee may submit a bid for the job to the Human Resources Office in writing, by placing it in the bid receptacle during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) calendar days. Any bid submitted within a posting period shall remain valid for sixty (60) days. If the Employer does not fill the vacant job within 60 days, regardless of the reason, and later decides to fill that vacancy, the bid must be reposted before the job can be awarded.

Section 6 - Selection

From among Employees qualified for a posted job, who submit bids for the job, the Company will award the job to the most senior/qualified Employee, provided that if two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.

Section 7 - Restriction on Bidding

An Employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of twelve (12) months after being awarded the job.

Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) work days after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

Section 9 – Probationary Employees

A probationary period of ninety (90) calendar days will be observed for each new Employee during which time the Company will make specific and periodic evaluations of the Employee's qualifications, skills and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date.

During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

Section 10 - Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills, and abilities of all Employees.

ARTICLE X - HOLIDAYS

Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

1. New Year's Day
2. President's Day
3. Martin Luther King Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Holidays that fall on Sunday will be observed on the following Monday, and Holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state the day before and the day after the Holiday.

Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential, if applicable.

Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay plus shift differential, if applicable.

Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday, and the observed Holiday shall be paid as Holiday pay.

ARTICLE XI - PERSONAL LEAVE

Section 1 - Personal Leave

Years of Full-Time Service	Accrual Rate	Maximum Carry-Over
Less than two years	12 days	144 hours
Two to five years	15 days	192 hours
Five to ten years	18 days	240 hours
Ten to fifteen years	21 days	288 hours
Fifteen to twenty years	24 days	288 hours
Over twenty years	27 days	288 hours

- a. All full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) during a pay period shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of full-time service. Personal leave may be taken in thirty (30) minute increments.
- b. Employees may carry over the maximum personal leave hours according to the above from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.
- c. Employees will begin to accrue leave at the higher rate on the fifteenth of the month after the Employee completes the number of years of service required for the higher rate.
- d. Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first come first serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the personal leave request granted will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the Employee's Manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time.

Section 2 - Catastrophic Leave

Employees will accrue 2 hours of catastrophic leave per month into their leave account. Leave balances will be carried over from one year to the next.

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive day to include the day of the funeral. Upon the approval of Human Resources, an Employee may reserve one of the days for estate affairs at a later date. The Employee shall receive pay at his regular rate, provided it is established that he attended the funeral.

Section 2 - Severance Pay

An Employee who is terminated shall be paid one (1) week's pay per year of service up to a maximum of fifteen (15) weeks (minimum of 1 week will be paid.)

Section 3 - Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action.

In order to be paid by the Company for such leave, the Employee must submit to Human Resources written proof of having served and the duration of such service.

Section 4 - Military Service

Regular full-time Employees who are members of a military reserve organization and are ordered to temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment is made for up to ten (10) days of training in any calendar year. In support of this payment, Employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training.

Section 5 - Business

Employees who have an official request from the UMWA for a leave of absence shall be granted leave to participate in Union activities. Unless agreed to by the, Company no more than two leave requests will be granted for Union activities on any given day.

ARTICLE XIII – MANAGEMENT'S RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including, but not limited to:

- a. The direction of the working force including the right to hire and decide the number of Employees required and to make rules governing the conduct of the working force which will be applied in a reasonable fashion.
- b. Determine work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices.

- c. Require all Employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
- d. Discharge, suspend, or discipline Employees for just cause.
- e. The Company may, if it desires, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
- f. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the customer. Therefore, the Union will encourage and advise the Employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an Employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
- g. It is understood by the Company and agreed to by the Union, that the Employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any Employees who are not covered by this Agreement doing non-bargaining unit work.
- h. The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the expressed provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

ARTICLE XIV - PERIODIC CONFERENCES

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than three (3) times per year, to discuss items of mutual interest. The Company shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the Employees of the Company shall be compensated at their applicable straight time rate for their time spent in conference.

ARTICLE XV - BULLETIN BOARDS

The Employer will provide a bulletin board or bulletin boards for the use of the Local Union on the property that are in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

ARTICLE XVI - SAFETY

Section 1

The Company will comply with all applicable health and safety laws and regulations, and the Company and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees that the Company may terminate any Employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All Employees must immediately report any work-related injury, as per site policy. An Employee may not be discriminated against for following this procedure.

Section 2

The Company and the Union agree to establish a quarterly meeting to cooperate in the elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from Management and three (3) representatives from the Union.

Section 3

All Employees will follow the Company's Safety Operating Policies and Procedures, as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all Employees on the Local Area Network (LAN) and in the Company's office of Environmental Safety and Health (ES&H). Any new safety policies and/or procedures established by the Company shall be posted on the Intranet.

Section 4

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with Management personnel shall be granted access subject to the routine check in/out procedures as set forth in Article III, Section 1.

Section 5

In cases involving major accidents or fatalities of bargaining unit Employees, the Union Steward will be allowed to participate in the Company's investigation of the incident.

ARTICLE XVII - NEW EQUIPMENT

In the event that new equipment or devices are introduced and are to be operated or maintained by bargaining unit Employees, the Company agrees to provide training on such equipment on an as needed basis. The Employees, and the manner in which they are trained, will be determined by the Company.

ARTICLE XVIII - SUCCESSORSHIP

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE XIX - NO STRIKE - NO LOCKOUT

The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.

The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in or sanction any strike during the term of this Agreement.

ARTICLE XX - TEMPORARY/PART-TIME EMPLOYEES

No one may be retained in a temporary or part-time capacity while any full-time Employee is on layoff. Temporary/part-time Employees may never exceed fifteen percent (15%) of the full-time classified workforce even when there is no reduction in force/layoff. Temporary Employees with an anticipated employment not to exceed six (6) months will receive \$1.65 per hour in lieu of benefits. Part-time Employees will receive \$1.65 per hour in lieu of benefits.

ARTICLE XXI - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS

The Company agrees to continue the practice of providing Employees with certain wearing apparel, tools and safety devices, including, but not limited to, steel toed boots and shoes, uniforms, safety glasses, gloves, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items, the Union will immediately negotiate with the Employer with respect to the impact that such changes have had on its membership.

ARTICLE XXII - HEALTH BENEFITS

Effective April 1, 2003, the Company will provide the United Health Care High Option Plan (or its equivalent) or the Cigna HMO (or the equivalent.) Monthly Employee contributions will be as listed below. Any and all increases in the monthly premium will be borne 50/50 by the Company and Employee up to a maximum increase of eight percent (8%). Should increases in the monthly premium exceed eight (8) percent, the Company may request that the Union meet to negotiate the amount exceeding eight (8) percent.

United Health Care High Option Plan

	<u>Monthly</u>	<u>Bi-weekly</u>
Employee Only	\$ 48.42	\$ 22.35
Employee/Spouse	\$ 96.85	\$ 44.70
Employee/Child(ren)	\$ 87.16	\$ 40.23
Family	\$135.59	\$ 62.58

Cigna HMO

	<u>Monthly</u>	<u>Bi-weekly</u>
Employee Only	\$ 39.81	\$ 18.37
Employee/Spouse	\$ 79.62	\$ 36.75
Employee/Child(ren)	\$ 71.66	\$ 33.07
Family	\$111.47	\$ 51.45

Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver.

Employees may receive the following waivers:

Individual (Employee only) coverage	\$500
Dependent (Spouse or family) coverage	\$500

ARTICLE XXIII - DENTAL PLAN

The Company will provide the Cigna Dental PPO or equivalent plan at a monthly cost of \$15.00 for employee only and \$20.00 for family. This rate will remain in effect for the life of the agreement.

ARTICLE XXIV - SCHEDULE OF OTHER BENEFITS

Section 1 - Life Insurance/AD&D

The Company will provide Life Insurance as currently stated in the Summary Plan Description, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars.

The Company will also provide AD&D as currently stated in the Summary Plan Description, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars. The rates for dismemberment/loss of sight, etc., will also follow the current Summary Plan Description.

Section 2 - Long-Term Disability

Employees may participate in the Long-Term Disability (LTD) Insurance Program as described in the LTD Summary Plan Description.

Section 3 - Retirement

The Company will provide a pension plan as described in the Company's Summary Plan Description for the life of the Agreement.

Section 4 - 401K/Savings Program

The Company will continue to provide the Employee's the 401K/Savings Plan pursuant to the Summary Plan Description which currently provides a fifty-five cent (\$.55) match on each dollar contributed by a participating employee up to six (6) % of his/her salary.

Section 5 - Dependent Life Insurance Plan

Employees may participate in the Company's Dependent Life Insurance Program as described in the Summary Plan Description.

Section 6 - Accident & Sickness (A&S)

The Company will provide A&S insurance as stated in the current Summary Plan Description, equal to two thirds (2/3) of the Employee's weekly base rate up to a maximum of eight hundred (\$800) dollars per week.

Section 7 – Vision

Employees may elect to participate in the Company's optional vision plan at the employee's expense as provided for by the Company.

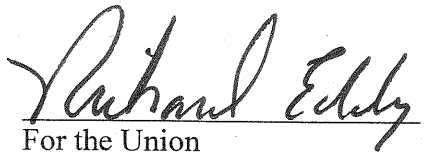
Section 8 - Award Fee Share

Bargaining unit members will receive 25% of the calculated employee Award Fee shared in accordance with Company policy.

ARTICLE XXV - TERM OF AGREEMENT

This Agreement shall take effect March 27, 2003 and shall remain in effect through February 28, 2006, and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to March 1, 2006.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 27th day of March, 2003.


For the Union

3/27/03
Date


For the Employer

03/27/03
Date



APPENDIX A - WAGES

1. On January 1, 2003, all Employees covered by this contract shall receive a seventy-five cent (\$.75) increase in their wages.
2. On January 1, 2004, all Employees covered by this contract shall receive a seventy-five cent (\$.75) increase in their wages.
3. On January 1, 2005, all Employees covered by this contract shall receive a seventy-five cent (\$.75) increase in their wages.
4. All Employees will receive a fringe benefits adjustment of \$300 in their April 4, 2003 pay.

JOB TITLES	1-Jan-03	1-Jan-04	1-Jan-05
Computer Technician 1	\$ 12.25	\$ 13.00	\$ 13.75
Computer Technician 2	\$ 18.75	\$ 19.50	\$ 20.25
Computer Technician 3	\$ 19.75	\$ 20.50	\$ 21.25
Computer Technician 4	\$ 20.75	\$ 21.50	\$ 22.25
Computer Technician 5	\$ 21.75	\$ 22.50	\$ 23.25
Electrical Technician 1	\$ 13.33	\$ 14.08	\$ 14.83
Electrical Technician 2	\$ 17.20	\$ 17.95	\$ 18.70
Electrical Technician 3	\$ 19.10	\$ 19.85	\$ 20.60
Electrical Technician 4	\$ 21.55	\$ 22.30	\$ 23.05
Electrical Technician 5	\$ 25.38	\$ 26.13	\$ 26.88
ES&H Technician 1	\$ 13.33	\$ 14.08	\$ 14.83
ES&H Technician 2	\$ 17.20	\$ 17.95	\$ 18.70
ES&H Technician 3	\$ 19.10	\$ 19.85	\$ 20.60
ES&H Technician 4	\$ 21.55	\$ 22.30	\$ 23.05
ES&H Technician 5	\$ 22.55	\$ 23.30	\$ 24.05
Facilities Maintenance Technician 1	\$ 13.33	\$ 14.08	\$ 14.83
Facilities Maintenance Technician 2	\$ 17.20	\$ 17.95	\$ 18.70
Facilities Maintenance Technician 3	\$ 19.10	\$ 19.85	\$ 20.60
Facilities Maintenance Technician 4	\$ 21.55	\$ 22.30	\$ 23.05
Facilities Maintenance Technician 5	\$ 22.55	\$ 23.30	\$ 24.05
Fleet Operator	\$ 17.20	\$ 17.95	\$ 18.70
HVACR Technician 1	\$ 13.33	\$ 14.08	\$ 14.83
HVACR Technician 2	\$ 17.20	\$ 17.95	\$ 18.70
HVACR Technician 3	\$ 19.10	\$ 19.85	\$ 20.60
HVACR Technician 4	\$ 21.55	\$ 22.30	\$ 23.05
HVACR Technician 5	\$ 23.21	\$ 23.96	\$ 24.71
Stationary Engineer Technician 1	\$ 13.33	\$ 14.08	\$ 14.83
Stationary Engineer Technician 2	\$ 17.20	\$ 17.95	\$ 18.70
Stationary Engineer Technician 3	\$ 19.10	\$ 19.85	\$ 20.60
Stationary Engineer Technician 4	\$ 21.55	\$ 22.30	\$ 23.05
Stationary Engineer Technician 5	\$ 24.57	\$ 25.32	\$ 26.07
Mobile Equipment Repair Technician	\$ 19.10	\$ 19.85	\$ 20.60
Storeroom Attendant 1	\$ 11.35	\$ 12.10	\$ 12.85
Storeroom Attendant 2	\$ 13.60	\$ 14.35	\$ 15.10
Storeroom Attendant 3	\$ 15.11	\$ 15.86	\$ 16.61

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



AND THE

**UNITED MINE WORKERS OF AMERICA
CLERICAL UNIT**

February 1, 2001 THROUGH January 31, 2004

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ARTICLE I – PURPOSE

It is the intent and purpose of the Company and the Union to establish, through this agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business. It is the intent and purpose of the parties to promote harmony between the Company, its employees, and the Union for the efficient and successful operation of the Company's contract with the government so that the employees and the Company may mutually benefit.

Except as specified in this Agreement, the Union and the Employees it represents are not waiving rights, which exist under the National Labor Relations Act to bargain over Employees' wages, hours, and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.

The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

ARTICLE II - SCOPE AND COVERAGE

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's Employees regularly assigned to the following bargaining unit, all full-time and regular part-time clerical employees, including secretaries, senior clerks, word processing operators, senior clerks to DOE Division Manager of Office Management, and senior clerk to DOE Associate Director for Project Management employed by the Employer at the Department of Energy (DOE) National Energy Technology Laboratory at Collins Ferry Road, Morgantown, WV on the Site Operations Contract.

Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

ARTICLE III - REPRESENTATION

Section 1 - Representative

The Representative of the Union shall have access to the shops and office of EG&G at the National Energy Technology Laboratory (NETL) for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Company's Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Human Resources Office or the Operational Manager's Office in their absence.

Section 2 - Shop Stewards

The Company recognizes the right of the Union to designate one (1) Steward and one (1) Alternate for site support clerical employees. The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.
- b. The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

Section 3 - Scope of Stewards' Union Activities

The Stewards' Union activities on Company time shall fall within the scope of the following functions:

- a. To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate manager in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected.
- b. To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of the Agreement.
- c. The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- d. The duties specified above shall not relieve the Steward of his/her duties, and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations, and procedures applicable to other Employees. The Steward shall notify his/her immediate manager before leaving the work area to conduct Union business.

Section 4 - Checkoff

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Employer shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees, and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Employers, and the Employers agree to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations in such reasonable form as time and circumstances may allow, said Employers shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Section 5 - Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

Section 6 – Membership

It is agreed that all employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) days of their employment. In the event an employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the employee be terminated from any employment that is covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

ARTICLE IV – MANAGEMENT RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including but not limited to:

1. The direction of the working force including the right to hire and decide the number of employees required and to make rules governing the conduct of the working force, which will be applied in a reasonable fashion.
2. Determine work methods and procedures, and to issue, amend, and revise policies, rules, regulations, and practices.
3. Require all employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
4. Discharge, suspend, or discipline employees for just cause.
5. The Company may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
6. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to Government. Therefore, the Union will encourage and advise the employees to exhaust every effort, ways, and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
7. It is understood by the Company and agreed to by the Union, that the employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any employees who are not covered by this Agreement doing non-bargaining unit work.
7. The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the employees provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1

All grievances that may arise will be handled in the following manner. Any grievance must be filed within five (5) working days of the event given rise to the grievance. The five (5) days shall be considered from the time the grievant should have reasonably known of the grievance. In cases involving dismissals for cause, the grievance may be instituted at step three. In all steps, the grievant shall have the right to be present and at his/her request be accompanied by his/her Union representative.

Step 1 - Prior to processing any written grievance, any Employee who believes he/she has a grievance must discuss it with his/her immediate manager, with the option of having his/her steward present. If the Employee is dissatisfied with the answer given by his/her manager or no answer is given within five (5) normal working days, the grievance shall be submitted at Step 2.

Step 2 - Within three (3) normal working days following the Manager's answer from Step 1 or if no answer is given, the Employee and his/her steward shall present to the Human Resources Representative a written grievance form that has been approved by the Union and the Company, stating what the grievance is and the remedy sought. If the Human Resource Representative's decision is not satisfactory, or is not given within five (5) normal workdays, the grievance shall be submitted at Step 3.

Step 3 - The grievance shall be forwarded by the Union steward to the Operations Manager or his/her designated representative within three (3) normal workdays after the Human Resource Representative's unsatisfactory written decision, or failure to give a decision. The Operations Manager shall meet with the appropriate district representative or his/her designated representative within five (5) days of receipt of the grievance. If the Operation's Manager's decision is not satisfactory or is not given within five (5) normal working days, the grievance shall be submitted at Step 4.

Step 4 - Upon mutual agreement the grievance may be forwarded to final and binding mediation as stated under Article VI of this Agreement for its resolution. Any other grievance unresolved in Step 3 of this grievance procedure shall be moved into Step 5 of this grievance procedure, which is final and binding arbitration.

Step 5 - The Union may, no later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service (FMCS) submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names, of arbitrators the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which Party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) days of receipt of the arbitrators list.

Section 2

In arbitration proceedings, the expense of the impartial Arbitrator shall be shared by both parties. The parties will be responsible for paying their own representatives and witnesses.

Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred in the hearing room.

Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

All time limits stated in this article shall be treated as jurisdictional in nature and the failure to follow any of the set time limits shall result in the grievance being void and waived and the matter shall end without resort to mediation/arbitration. A normal workday is defined as any day on which a bargaining unit Employee is at work Monday through Friday, except holidays.

Section 6

Except by mutual written Agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article VIII, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article V, Section 1, Step 5, Grievance Procedure, as it pertains to the Arbitrator selection process, and the actual arbitration shall be held as expediently as possible following the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual Agreement of both parties.

ARTICLE VI - MEDIATION

The parties to this Agreement are jointly committed to the resolution of all disputes that arise under the Contract between the parties and committed to resolve these disputes in as timely and cost-effective manner as possible. In that light, the Parties agree to embrace the concept of final and binding mediation within certain defined areas as addressed within this Article.

Section 1 - Mediation

Upon mutual agreement the Company and the Union can mutually agree to submit any grievance to final and binding mediation as an alternative to arbitration. If mutual agreement is not met, Step 5 of the grievance procedure will prevail.

Section 2 – Selection

- a. As one option in mediation, the Company and the Union can mutually agree to choose an independent mediator. A mediator chosen by the parties shall possess baseline qualifications to even be considered as acceptable to hear the disputes under this Agreement. Such a candidate must have a background in dispute resolution even though he or she may not have been a mediator or arbitrator in the past. Such qualifications shall be an understanding of the labor-management process as it relates to collective bargaining. He or she must also have knowledge of the terminology and principles that are inherent in collective bargaining Agreements including, but not limited to, the concept of seniority, pay grades and pay principles, Employee/Employer benefit programs, and be able to hear testimony, and be able to draw upon his/her experience in rendering fair and forthright award determinations.

Such a mediator must agree to work under the principles and compensation scale as set forth by the parties under this Contract. If the Company and the Union cannot mutually agree on a mediator, or if they are unable to locate a mediator that is determined to be suitable, but wish to pursue mediation, option (b) below will be followed.

- b. As a second option in mediation, the parties will request a panel of mediators from FMCS in the same manner as described in Step 5 of the grievance procedure for arbitrators. Selection will also be in accordance with Step 5 of the grievance procedure. Both parties agree that a request for mediation must be submitted by the grieving party within five (5) working days after the receipt of the Company's answer to Step 3 or the right to mediate that grievance is forfeited.

Section 3 - Cost of Mediation

The expense and fees of the Mediator shall be borne equally by the Company and the Union. Each party shall pay any and all expenses for their own representatives and witnesses. The Parties will strive to keep mediation expenses at a maximum of five hundred dollars (\$500) per case or two hundred and fifty dollars (\$250) for each party exclusive of their witness fees or other compensation for their respective persons who will provide testimony.

Section 4 – Mediator's Authority

The Mediator shall have the authority to make such binding awards as are necessary to enable him/her to act effectively subject to the following:

The decision of the Mediator shall be binding upon the Company, the Union, and the aggrieved Employee or Employees. The Mediator shall have no power to add or subtract from or modify any of the terms of this Agreement or any Agreements made supplementary hereto, or to substitute his/her discretion in cases where the Company is given discretion by this Agreement or by any Supplementary Agreements.

ARTICLE VII - DISCIPLINARY PROGRAM AND DISCHARGE

Section 1 - Disciplinary Program

No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, national origin, disability, or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

- | | |
|---------------------------------|---|
| <u>1. First Offense</u> | Verbal warning, record on file with Department Manager and Local Steward. |
| <u>2. Second Offense</u> | Written warning with record on file with the Human Resource Office, Copy given to the Local Union Steward. |
| <u>3. Third Offense</u> | Two working days off without pay, record on file with the Human Resource Office, copy to the Local Union Steward. |
| <u>4. Fourth Offense</u> | Discharge. |

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers), or which could result in injury or death, to the Employee, fellow workers, or the public, the Employer shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to, the following:

1. Possession, use, sale, or distribution of illegal substances and/or intoxicating beverages on the work site.
2. Bringing firearms or other weapons on the job.
3. Intentional theft of Government, Employer, or Employee property.
4. Intentional destruction of Government, Employer, or Employee property.
5. Intentional fraudulent activity.
6. Intentional falsification of Government or Company documents.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Company.

Section 2 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow employees, and limits ability to effectively plan and accomplish and customer goals. Any Employee requesting time off must have prior approval of their manager or his/her designee. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

1. Unexcused absence or tardy / first occurrence / Verbal warning.
2. Unexcused absence or tardy / second occurrence / Written warning.
3. Unexcused absence or tardy / third occurrence / 3 day suspension.
4. Unexcused absence or tardy / Fourth occurrence / Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

ARTICLE VIII - DISCHARGE/ARBITRATION

In cases of discharge, the Company shall notify the Local Union President and/or Union steward of the discharge and its reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3, the Union may move the grievance to Step 5 of the grievance procedure.

ARTICLE IX - GENERAL WAGE PROVISIONS

Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Appendix "A." Wages shall be paid bi-weekly.

Section 2 - Shift Differentials

In the event that shifts are needed in the clerical unit, the Company shall pay a shift differential of 5% for those employees assigned to the second shift and a shift differential of 7% for those employees assigned to the third shift.

Section 3 - Out of Classification Work

When a qualified Employee is specifically assigned to and works independently for a period of two (2) hours

or more in a higher job classification, the Employee will receive the rate of the higher classification for the duration of his/her performance of the job.

Section 4 - Schedule Changes

An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

Section 5 - Tuition Refund

Tuition refund will be provided in accordance with company policy.

Section 6 - Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by the Company (e.g. Safety programs, labor management cooperative programs, etc.).

Section 7 - Travel Policy

Travel expenses will be reimbursed in accordance with Company policy.

Section 8 - Incentive Award

Bargaining unit employees will participate in the Company's Incentive Award Plan in accordance with the Company's Employee Incentive Award Plan Policy.

ARTICLE X - HOURS AND OVERTIME

Section 1 - Workday

The workday shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift, which normally begins at 11:00 p.m., will be considered the first shift of the following day.

Section 2 Workweek

For payroll purposes the workweek shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

Section 3 - Regular Workweek

The regular workweek for Employees will consist of five (5) workdays during the period Monday through Friday, with two (2) consecutive days off (Saturday & Sunday), except for shift work, which may be five (5) workdays during the period Monday through Sunday with two (2) consecutive days off.

Section 4 - Regular Workday

The regular workday for Employees will consist of an eight (8) hour workday including a one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods to be taken at mid-morning and mid-afternoon.

Section 5 – Shifts

First shift shall be any shift beginning after 6:00 a.m. Second shift shall be any shift beginning after 2:00

p.m. Third shift shall be any shift beginning after 10:00 p.m. Shift differential shall be paid for any shift beginning after the stated shift times above.

While shifts are not normally needed in the clerical fields, when a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2:00 p.m. Thursday in the week prior to the proposed shift change.

Section 6 - Altered Work Schedule

The Company may assign Employees an altered work schedule (AWS) consisting of eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. At least three (3) days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

Section 7 – Flex Time

Employees may request flexible starting and quitting times on a daily/weekly basis. Core hours between 9:00 a.m. and 3:00 p.m. must be maintained. The Employee's manager may approve flexible schedules for regular hours between 6:00 a.m. and 6:00 p.m. with complete consideration given to adequate staffing to ensure customer needs. All schedules must be approved in advance by the manager or his/her designee.

Section 8 - Overtime Work

Overtime worked shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in a work week or 10 hours in a work day.

Section 9 - Overtime Calculations and Premium Days

- a. Time worked on Saturday and Sunday shall be paid at time and one-half (1-1/2) of the Employee's rate, and time worked on Holidays shall be paid at two and one-half (2 1/2) times the Employee's rate.
- b. Holidays and personal leave shall be included as time worked for the purpose of calculating overtime.
- c. There will be no "pyramiding" of overtime allowed.

Section 10 - Call Out Pay

An Employee called back to work after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at their straight time rate of pay or pay for actual hours worked whichever is greater.

Section 11 - Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

Section 12 - Administrative Leave

When the site is closed due to weather or other catastrophic reasons, Employees will receive Administrative Leave only when reimbursement is allowed by the DOE.

Section 13 - Overtime Distribution Policy

- a. Purpose - The Company will make every reasonable effort to distribute overtime as equitable as possible among the Employees in each functional area as impartially as is practicable. In doing this it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and the efficient operation of the Department.
- b. Procedures - In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. In the event of extenuating circumstances an Employee is unable to perform overtime work assigned, the overtime will be distributed amongst the employees in that functional area qualified to perform the work.
- c. Record Keeping - A written record of overtime worked by Employees in each functional area will be maintained by the Employee's manager. The overtime record will indicate the Employee's name, the date worked/offered, and the number of hours. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with future available scheduled overtime, provided the Employee is qualified for the job to be done and it does not disrupt the efficient operation of the Department.

- d. Time Sheets - This policy is for the equitable distribution of available overtime hours. For pay purposes overtime hours are the hours recorded on the time sheet.

Section 14 - Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customer's needs. The Union and affected Employees will be given seven (7) working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed, the Employees with the most seniority will be awarded the four/tens provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/tens provided they have the necessary skills to perform the job. On this four/ten shift, Employees will be paid time and one-half (1-1/2) of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

ARTICLE XI - SENIORITY

Section 1 - Seniority

- a. Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with EG&G and all predecessor contractors.
- b. Bargaining unit seniority is defined as a Bargaining Unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement as a member in good standing with the United Mine Workers of America (UMWA).
- c. The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.

Section 2 - Layoff

The Company will determine the time of layoffs, the number of Employees to be laid off, and in what job classifications layoffs will occur.

- a. If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as to who shall be laid off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.
- b. An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tiebreaker. Recall to employment from layoff shall be in reverse order of the layoff.
- c. In the case of a layoff, probationary Employees shall be laid off first.
- d. If at the time of layoff, any eligible Employee refuses to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a. Discharge for just cause, quit, retirement, or resignation.
- b. Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.
- c. Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Company.
- d. Failure to return to work upon expiration of a leave of absence.

Section 4 - Recall

- a. Order of Recall - If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the laid off panel of Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall.

- b. Notice to Recall - The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

Section 5 - Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement, any Employee may submit a bid for the job to the Human Resources Office in writing, during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days.

Section 6 – Selection/Hiring

- a. Selection - From among Employees qualified for a posted job, who submit bids for the job, the Company will award the job to the most senior/qualified Employee. Provided that if two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.
- b. New Hires - A probationary period of ninety (90) days will be observed for each new Employee during which time the Company will make specific and periodic evaluations of the Employee's qualifications, skills, and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date. During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

Section 7 - Restriction on Bidding

An Employee who is awarded a job, for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of six (6) months after being awarded the job.

Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) work days after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

Section 9 - Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills, and abilities of all Employees.

ARTICLE XII - HOLIDAYS

Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

Holidays that fall on Sunday will be observed on the following Monday and holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state with the day before and the day after the Holiday.

Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential if applicable.

Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay plus shift differential if applicable.

Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday and the observed Holiday shall be paid as Holiday pay.

ARTICLE XIII – PERSONAL LEAVE

Section 1 - Personal Leave

<u>Years of Full-Time Service</u>	<u>Accrual Rate</u>	<u>Maximum Carry-Over</u>
Less than two years	12 days	144 hours
Two to five years	15 days	192 hours
Five to ten years	18 days	240 hours
Ten to fifteen years	21 days	288 hours
Fifteen to twenty years	24 days	288 hours
Over twenty years	27 days	288 hours

- a. All full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) for a minimum of fifteen days during the month shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of full-time service. Personal leave may be taken in thirty (30) minute increments.

- b. Employees may carry over the maximum personal leave hours according to the above from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.
- c. Employees will begin to accrue leave at the higher rate on the fifteenth of the month after the Employee completes the number of years of service required for the higher rate.
- d. Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first-come, first-serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the situation will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the Employee's manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time. If the employee's manager or his/her designee cannot be reached prior to shift start, the employee can leave a detailed voice mail provided they call again at shift start and discuss the situation with their manager.
- e. An employee requesting leave once a shift has started shall inform their Manager/Designee of the need for emergency leave, make the request to their Manager/Designee as early as practically possible, and obtain their Manager's approval prior to the Employee changing to personal leave status. The Employee requesting emergency leave will inform their Manager/Designee of critical work assignments and requirements to secure the work place before dismissal. The Employee may be required to provide documentation to the Manager upon request. In certain cases, the manager may waive any and all of the above concerning the severity of the emergency. It is understood the Company may take into consideration the possible adverse affects on the health and safety of the person requesting leave, associated workforce, Employee's personal leave balance, and the preservation of the customer's property will be evaluated in the Company's decision to grant personal leave for the emergency.

Section 2 - Catastrophic Leave

Employees will no longer accrue 2 hours of catastrophic leave per month into their leave account. Current catastrophic leave accumulation will be carried forth into this Agreement. Leave balances will be carried over from one year to the next. Leave usage will be in accordance with Company policy.

ARTICLE XIV - LEAVES OF ABSENCE

Section 1 - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother, and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. The Employee shall receive pay at his regular rate, provided it is established that he attended the funeral.

Section 2 - Severance Pay

An Employee who is terminated shall be paid one week's pay per year of Service up to a maximum of fifteen (15) weeks (minimum of 1 week will be paid).

Section 3 - Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such

compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action. In order to be paid by the Company for such leave, the Employee must submit to the Human Resources written proof of having served, and the duration of such service.

Section 4 - Military Service

Regular full-time employees who are members of a military reserve organization and are ordered to temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment is made for up to ten days of training in any calendar year. In support of this payment, employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training

Section 5 - Business

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities. Unless otherwise allowed by the employer, no more than two leave requests will be granted for Union activities on any given day.

ARTICLE XV - HEALTH BENEFITS

Health Plan – The Company will provide the CIGNA medical plans or equivalent. Bi-weekly Employee contributions are listed below. Any and all increases in the monthly premium will be borne 50/50 by the Company and Employee up to a maximum increase of ten percent (10%). Should increases in the monthly premium exceed ten percent, the Company may request that the union meet to negotiate that amount exceeding ten percent.

<u>Coverage</u>	<u>EPO</u>	<u>Med 300</u>	<u>Med 900</u>
Employee Only (14.42-)	20.00	23.00	21.00
Employee Only (14.43+)	27.00	30.00	28.00
Employee Spouse(14.42-)	46.00	58.00	53.00
Employee Spouse(14.43+)	54.00	71.00	66.00
Employee Child(ren)(14.42-)	41.00	52.00	47.00
Employee Child(ren)(14.43+)	49.00	65.00	60.00
Family (14.42-)	47.00	68.00	63.00
Family (14.43+)	60.00	83.00	78.00

Waiver – Employees may opt to waive health insurance coverage and receive a waiver paid on a biweekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following waivers: Individual – \$500.00 per year Dependent - \$500.00 per year

ARTICLE XVI - DENTAL PLAN

Employees may elect to participate in the Company's optional dental plan. The Employee's bi-weekly contribution rates are listed below. Any and all increases in the monthly premium will be borne 50/50 by the Company and Employee up to a maximum increase of ten percent (10%). Should increases in the monthly premium exceed ten percent, the Company may request that the union meet to negotiate that amount exceeding ten percent.

<u>Coverage</u>	<u>Cigna 50</u>	<u>Cigna 80</u>
Employee Only	1.10	3.30
Employee Spouse	2.75	8.25
Employee Child(ren)	2.75	8.25
Family	2.75	8.25

ARTICLE XVII - SCHEDULE OF OTHER BENEFITS

Section 1 – Life Insurance /AD&D

The Company will provide life insurance as stated in the Summary Plan Description, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the Summary Plan Description, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars.

Section 2 – Long-Term Disability

Employees may elect to participate in the Company's optional Long-Term Disability (LTD) Insurance Program as described in the LTD Summary Plan Description and at the Employees' expense.

Section 3 - Retirement

The Employer will provide a pension plan as described in the Company's Summary Plan Description for the life of the Agreement.

Section 4 - 401K Savings Program

The Employer will continue to provide the Employee's the 401K Savings Plan pursuant to the Summary Plan Description which currently provides a 55 cent match on each dollar contributed by a participating Employee up to six (6) percent of his/her salary.

Section 5 – Dependent Life Insurance Plan

Employees may elect to participate in the Company's optional Dependent Life Insurance Program as described in the Summary Plan Description and at the Employees' expense.

Section 6 – Accident & Sickness

The Company will provide A&S insurance as stated in the Summary Plan Description, equal to two thirds (2/3rds) of the employee's weekly base rate up to a maximum of eight hundred (\$800) dollars per week.

Section 7 – Metpay

Employees may elect to participate in the optional Metpay program and have their premiums payroll deducted as provided for by the Company.

Section 8 – Flexible Spending Accounts

Employees may elect to participate in the Company's optional flexible spending accounts for the purpose of pre-taxing moneys for health care and child care expenses as provided for by the Company.

Section 9 – Voluntary Accident

Employees may elect to purchase optional accidental death and dismemberment insurance through the Voluntary Accident Insurance Plan as provided for by the Company.

Section 10 – Employee Assistance Program (EAP)

Employees may participate in the optional services described in the Employee Assistance Program as provided

by the Company.

Section 11 – Vision Plan

Employees may elect to participate in the Company's optional Vision Plan at the Employee's expense as provided for by the Company.

ARTICLE XVIII – PERIODIC CONFERENCES

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than two (2) times per year, to discuss items of mutual interest. The Company shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the employees of the Company shall be compensated at their applicable straight time rate for their time spent in conference.

ARTICLE XIX - BULLETIN BOARDS

The Employer will provide a bulletin board for the use of the Local Union on the property that is in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

ARTICLE XX - SAFETY

Section 1.

The Company will comply with all applicable health and safety laws and regulations, and the Company and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees that the Company may terminate any employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All employees must immediately report any work-related injury, as per site policy. An employee may not be discriminated against for following this procedure.

Section 2.

The Company and the Union agree to establish a quarterly meeting to cooperate in the elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from management and three (3) representatives from the Union.

Section 3.

All employees will follow the Company's Safety Operating Policies and Procedures as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all employees on the Local Area Network (LAN) and in the Company's Office of Environmental Safety and Health (ES&H). Any new safety policies and/or procedures established by the Company shall be posted on the bulletin boards.

Section 4.

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with management personnel shall be granted access subject to the routine check in/out procedures.

Section 5.

In cases involving major accidents or fatalities of Bargaining Unit Employees, the Union steward will be allowed to participate in the Company's investigation of the incident.

Section 6.

One person from the clerical unit will act as safety representative and address safety issues with the Company that may arise on site.

ARTICLE XXI - NEW EQUIPMENT

In the event that new equipment or devices are introduced and are to be operated or maintained by Bargaining Unit personnel, the Company agrees to provide training on such equipment on an as needed basis. The employees and the manner in which they are trained, will be determined by the Company.

ARTICLE XXII - SUCCESSIONSHIP

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE XXIII - NO STRIKE - NO LOCKOUT

The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.

The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in, or sanction any strike during the term of this Agreement.

ARTICLE XXIV - TEMPORARY/PART-TIME EMPLOYEES

No one may be retained in a temporary or part-time capacity while any full-time Employee is on lay off. Temporary/part-time Employees may never exceed fifteen percent (15%) of the full time classified workforce even when there is no reduction in force/lay off. Temporary Employees with an anticipated employment of less than six (6) months will receive \$2.56 per hour in lieu of benefits. Part-time Employees will receive \$2.56 per hour in lieu of benefits. Part-time Employees employed on the effective date of this Agreement shall be exempt from this article.

ARTICLE XXV - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS

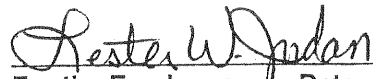
The Employer agrees to continue the practice of providing employees with certain wearing apparel, tools, and safety devices including, but not limited to, steel-toed boots and shoes, uniforms, safety glasses, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items, the Union will immediately negotiate with the employer with respect to the impact that such changes have had on it's membership.

ARTICLE XXVI - TERM OF AGREEMENT

This Agreement shall take effect February 1, 2001, and shall remain in effect through January 31, 2004, and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to February 1, 2004.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this ____ day of February 2001.


For the Union Date 2-28-01


For the Employer Date 3-2-01

APPENDIX A

Classification	02/01/01	02/01/02	02/01/03
Word Processor I	\$10.61	10.91	11.16
Word Processor II	\$11.91	12.21	12.46
Word Processor III	\$13.32	13.60	13.85
Secretary I	\$12.25	12.50	12.75
Secretary II	\$13.41	13.71	13.96
Secretary III	\$14.63	14.93	15.18
General Clerk I	\$7.53	7.83	8.08
General Clerk II	\$8.47	8.77	9.02
Senior Clerk	\$11.10	11.40	11.70

The Company will agree to the following reclassifications:

- S. Batton to Secretary I
- C. DeBerry to Secretary I
- D. Sugg to Word Processor III
- T. Kapaldo to Word Processor III
- L. Wilson to Word Processor III

Employees not receiving an hourly rate increase shall receive a lump sum wage increase in the amount of 2.5% (Hall yr1&2, Pratt yr1).

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W.Gross
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1999-0619

Revision No.: 2

Date of Last Revision: 10/01/2003

State: Pennsylvania

Area: Pennsylvania County of Allegheny

Employed on contract for U.S. Department of Energy regarding site operations and program support operations.

Collective Bargaining Agreement between EG&G Services and The International Union of Operating Engineers effective July 1, 2003 through June 30, 2007.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

#10#13

AGREEMENT BETWEEN



PARTY TO GOVERNMENT CONTRACT

DE – AM26-99FT40464

NATIONAL ENERGY TECHNOLOGY LABORATORY - PITTSBURGH

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 95, AFL-CIO

EFFECTIVE JULY 1, 2003

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PREAMBLE

THIS AGREEMENT is made effective July 1, 2003 by and between EG&G Technical Services, a Party to Government Contract #DE-AM2699FT40464 located at the National Energy Technology Laboratory - Pittsburgh, ("NETL"), Bruceton, Pennsylvania, (hereinafter referred to as either the "Company" or "**EG&G**") and Local Union 95 of the International Union of Operating Engineers, located at 300 Saline Street, Pittsburgh, Pennsylvania, 5207, (hereinafter referred to as the "Union").

WITNESSETH: WHEREAS, the Company and the Union have bargained collectively, in good faith, with respect to wages, hours and other conditions of employment for employees in a Bargaining Unit hereinafter more clearly defined, and have reached agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Company and the Union do hereby agree as follows:

ARTICLE I - PURPOSE

It is the intent and purpose of the Company and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

SECTION 1.1 - The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business.

SECTION 1.2 - Except as specified in this Agreement, the Union and the employees it represents are not waving rights which exist under the National Labor Relations Act to bargain over employees' wages, hours and working conditions. Nor do the Union and the employees it represents waive any right to challenge any governmental action, which would dictate a change in a term and condition of employment provided for under this Agreement.

SECTION 1.3 - The Company and the Union mutually agree not to discriminate in any way against any employee with respect to hiring, compensation and terms or conditions of employment because of religion, race, creed, sex, national origin, age, union membership and to comply with all applicable laws relating to the handicapped and Vietnam-era Veterans.

ARTICLE 2 - RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's employees regularly assigned to the following bargaining unit, all full time and regular part-time stationary engineers and maintenance employees, including HVAC mechanics, operator mechanics, electricians, electronic technicians, pipefitter/plumbers, welders, machinery mechanics and truck drivers, lead operator mechanics, unit clerk and unit secretary employed by EG&G in the operation, maintenance, repair and renovation of all equipment under the direct supervision of EG&G at NETL, Bruceton, Pennsylvania. All other employees are excluded.

Except as otherwise provided in this Agreement, the Company's personnel outside the collective bargaining unit can perform bargaining unit work only in emergency situations when no bargaining unit members are available in sufficient numbers or would not be reasonably expected to arrive in sufficient time to abate the emergency.

ARTICLE 3 - UNION REPRESENTATION

SECTION 3.1 - UNION BUSINESS REPRESENTATIVE The Business Representative of the Union shall have access to the shops and office of **EG&G** at NETL for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to providing there is no interruption of the Company's business and providing further that;

- a) the Business Representative notifies the Program Manager in advance of any visit and,
- b) prior to entering any facilities under the control of the Company, the visiting Union Representative reports to the Program Manager's office.

SECTION 3.2 - SHOP STEWARDS The Company recognizes the right of the Union to designate one (1) Steward and one (1) alternate.

- a) The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - 1) The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.
 - 2) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

SECTION 3.3 - SCOPE OF STEWARDS' UNION ACTIVITIES The Stewards' Union activities on Company time shall fall within the scope of the following functions:

- a) To investigate a complaint or grievance and to present a complaint or grievance to an employee's immediate manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- b) The Union Steward and/or the assistant Union Steward shall be permitted reasonable time off during their scheduled shift without loss of compensation to investigate and/or attend Grievance/Arbitration and Negotiation meetings between the Company and Local 95.
- c) The Company and the Union are in agreement that a minimum amount of time should be spent in the performance of these duties.
- d) The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- e) Notwithstanding the duties specified above, the Steward shall have the same responsibilities to the Company as any other Employee. The duties specified above shall not relieve the Steward of his/her duties, and obligations as an employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other employees.

SECTION 3.4

- a) The Steward shall have super seniority in his/her respective occupational classification for purposes of lay-off and recall only, if there is work and the Steward is qualified to perform the work. This provision shall not be construed as a guarantee of employment. An alternate Steward does not have super seniority. An alternate Steward will only be recognized as Steward when acting in behalf of a Steward who is absent from work. The alternate Steward will be permitted to follow up a grievance that was initiated during the absence of the Steward, but will be subject to the same obligations and limitations as the Steward.
- b) The Steward shall be on the job at all times during working hours as far as is practical. The Steward shall not hinder or delay the performance of his/her work or other employee's work.
- c) The Steward must first obtain permission from his/her immediate supervisor before leaving his/her workstation to investigate a grievance during working hours. Upon

completion of such investigation, he/she shall immediately report back to his/her supervisor before returning to work. Permission will not be unreasonably withheld.

d) The Steward shall not solicit grievances.

e) The Company will not afford the Steward preferential treatment, except as otherwise provided in this Agreement.

SECTION 3.5 - UNION SHOP All employees of the Company covered by this Agreement, who pay dues to the Union and are in good standing on the effective or execution date of this Agreement, whichever is later, shall continue to pay dues to the Union and shall remain in good standing. Those who are not paying dues to the Union on the effective or execution date of this Agreement, shall commence paying dues and remain in good standing in the Union as of the effective date of this Agreement. All employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall, on the ninetieth (90th) day following the beginning of such employment, commence paying dues to the Union and remain in good standing in the Union. Probationary Employees and Temporary Employees are required to pay a permit fee each month as designated by the Union.

SECTION 3.6 - CHECK-OFF Upon receipt of an employee's written authorization, attached as Exhibit "A" which shall be irrevocable for the life of the Agreement, the Company shall on one (1) pay day of each month deduct from such employee's wages, monthly Union dues, permit fees and application fees and remit those funds to the business office of the Union monthly.

SECTION 3.7 - HOLD HARMLESS The Union agrees to indemnify the Company and hold it harmless against any liability incurred as a result of the Company's complying with **Section 3.6** of this Agreement.

SECTION 3.8 - The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least three (3) months prior to any change in the amount to be withheld.

ARTICLE 4 - GENERAL WAGE PROVISIONS

SECTION 4.1 - WAGE RATES: The hourly rates for Employees covered by this Agreement shall be as set forth in Exhibit "B".

SECTION 4.2 - SHIFT DIFFERENTIALS Effective October 1, 2003, the Company shall pay a shift differential of \$1.25 per hour for all hours worked on a regularly scheduled shift commencing after 3:00 P.M.

SECTION 4.3 - OUT OF CLASSIFICATION WORK When a qualified employee is assigned to and works independently for a period of one (1) hour or more in a higher (but not lower) classification, the employee will receive the rate of the higher classification for the period during which the employee works in the higher classification.

SECTION 4.4 - TEMPORARY ASSIGNMENT If a temporary vacancy is anticipated to exist for more than thirty (30) calendar days, the Company may select an employee to fill that vacancy for no more than one hundred eighty (180) calendar days. Employees shall indicate his/her interest in such temporary vacancies and, if qualified, be selected to fill it based on seniority.

SECTION 4.5 - SCHEDULE CHANGES An employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

SECTION 4.6 - WAGE RATES FOR REVISED OCCUPATIONAL CLASSIFICATIONS In the event the Company desires to revise occupational classifications, the wage rates applicable shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon wages rates applicable to any such occupational classification. In such cases, pending the results of negotiations, the Company will establish the revised occupational classification and the Company proposed wage rate applicable thereto and shall place such occupational classification and such wage rate into effect. Negotiated rates finally established which are higher than the Company's proposed rates will be paid retroactive to the date of the revised occupational classification.

SECTION 4.7 - TUITION REFUND Tuition refund will be provided in accordance with corporate policy; said policy may be modified.

SECTION 4.8 - REIMBURSEMENT FOR TRAINING The Company agrees to provide reimbursement of tuition for employees attending and successfully completing courses offered by the Union (Local 95) training program or other providers as long as a prior written request is submitted for approval by the Company. Such courses will include RCRA, DOT, OSHA (Hazwoper), and OSHA (Hazmat).

ARTICLE 5 - GRIEVANCE PROCEDURE

SECTION 5.1 - DEFINITION The word grievance as used in this Agreement means a complaint filed by an employee and/or the Union against the Company alleging failure of the Company to comply with any express provision of this Agreement not excluded from this Grievance Procedure.

SECTION 5.2 - INITIATION OF GRIEVANCE A grievance, to be recognized, must be brought to the Company's attention within five (5) working days of its occurrence. The Company has no

obligation to accept a grievance unless it is submitted and appealed within the time limits set forth in this **Article 5** of the Agreement.

SECTION 5.3 - GOOD FAITH EFFORTS If a grievance should arise between any employee or group of employees or the Union and the Company, a good faith effort shall be made to promptly settle such grievance.

SECTION 5.4 - FAILURE TO RESPOND If the Company fails to answer within the time limits set forth in this Article 5 of the Agreement, the grievance shall automatically proceed to the next step.

SECTION 5.5 - PROCEDURE Grievance shall be handled in the following sequence and manner:

- 1) As Step 1, the Employee or Employees shall take the matter up with the designated Manager within five (5) working days of knowledge of infraction and the grievant may request that their Union Steward be present. The manager shall have five (5) working days to respond to the issue. If the matter is not satisfactorily adjusted within said five (5) day period, the grievance may be processed at Step 2.
- 2) As Step 2, the grievance shall, within five (5) working days thereafter, be reduced to writing, on standard grievance form attached as Exhibit "C", specifying, where possible, the Article and Paragraph of the Agreement claimed to have been violated. The employee or employees involved shall take the matter up with the Human Resources Manager. If the matter is not satisfactorily adjusted within three (3) work days after having taken the matter up with the Human Resources Manager at Step 2, the grievance may be processed at Step 3.
- 3) As Step 3, the grievance shall be taken up on with the Program Manager and/or his/her representative and the Union's Business Representative. If the matter is not satisfactorily adjusted within five (5) working days, it shall be subjected to arbitration in accordance with provisions hereinafter set forth.

SECTION 5.6 - DISCIPLINE AND DISCHARGE The Company reserves the right to discipline, or discharge employees in accordance with Company Policy and procedures. Should the Union dispute the Company's action as not being for just cause, then such dispute may be processed as a grievance starting at Step 3 of the Grievance Procedure, provided the grievance is reduced to writing within five (5) days of the effective date of the disciplinary action in question.

In cases of discharge, the Company shall notify the Union of the discharge and its reason for such action in writing within one (1) working day, or as soon thereafter as practicable, by Certified Mail. An employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company in writing by the Union within five (5) working days from the date of

discharge. Discussions between the Company and the Union Business Representative concerning the discharge shall be considered Step 3 and subject to the provisions relating to Step 3 of the Grievance Procedure.

SECTION 5.7 - TIME LIMITS

The time limits specified in this Article shall be of the essence, and failure by the Union to take actions as required within the time specified herein shall result in the Grievance being dropped and not being subject to arbitration. The time limits may be waived only by written mutual agreement. Working days used throughout this grievance procedure shall be exclusive of Saturday, Sunday or Holidays. It is understood that this definition of working days is unique to the grievance procedure.

ARTICLE 6 - ARBITRATION

SECTION 6.1 - ARBITRATION

If within five (5) working days from and after the day that the Company's answer to Step 3 was given to the Union, the grievance is not satisfactorily resolved, the Company or the Union shall have the right to appeal the Grievance to arbitration. The arbitrator shall be selected from a panel of seven (7) submitted to the parties from the Federal Mediation and Conciliation Service. Both parties agree that a request for arbitration must be submitted to the non grieving party within five (5) working days from the receipt of the Company's answer to Step 3 or the right to arbitrate that grievance is forfeited.

SECTION 6.2 - COST OF ARBITRATION

The expense and fees of the Arbitrator shall be borne equally by the Company and the Union. Each party shall pay any and all expenses for their own representatives and witnesses.

SECTION 6.3 - ARBITRATOR'S AUTHORITY

The Arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding awards as are necessary to enable him/her to act effectively subject to the following:

The decision of the Arbitrator shall be binding upon the Company, the Union, and the aggrieved employee or employees. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any Agreements made supplementary hereto, or to substitute his/her discretion in cases where the Company is given discretion by this Agreement or by any Supplementary Agreements. It is agreed that any differences arising as the result of the negotiation of the terms of a new Agreement or the modification of the Agreement are not subject to this Article, the sole purpose of which is to make grievances arising out of and during the term of the Agreement subject to arbitration.

ARTICLE 7 - HOURS AND OVERTIME

SECTION 7.1 - NOTICE OF SHIFT CHANGE Except in cases of emergency or when directed by the client, the Company will give at least seven (7) days notice of any shift change.

SECTION 7.2 - ASSIGNMENT OF OVERTIME The Company retains the right to assign the least senior qualified person in a classification that requires shift work or overtime for which no senior person in that classification has volunteered.

SECTION 7.3 - DISTRIBUTION OF OVERTIME Overtime shall be distributed equitably among all employees of a classification on a rotating descending seniority basis, except that employees performing the work during their regular eight (8) hour shift shall be offered first.

- a) Refusal to work overtime shall be counted as time worked for the sole purpose of equitable distribution.
- b) Special projects out of classification shall be rotated among qualified employees by Bargaining Unit seniority.
- c) Should the Company and the Union determine that an employee was improperly denied overtime opportunities, the Company shall provide the employee with future available scheduled overtime, provided the employee is qualified for the job to be done and it does not disrupt the efficient operation of the department.
- d) A written record of overtime worked by employees in each Department will be maintained by the employee's Manager. The overtime record will indicate the employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

SECTION 7.4 - WORKWEEK The workweek shall consist of seven (7) days beginning immediately after midnight on Friday and ending at 12:00 midnight the following Friday.

SECTION 7.5 - REGULAR WORKWEEK The regular workweek shall consist of five (5) consecutive shifts within one (1) standard payroll week normally Monday through Friday.

SECTION 7.6 - WORKDAY A workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

SECTION 7.7 - REGULAR SHIFT A "regular shift" shall be scheduled in advance, and shall consist of a specific number of consecutive hours during a "regular work day" exclusive of a one-half hour (1/2) unpaid meal period.

SECTION 7.8 - OVERTIME WORK

a) The Company shall determine when and by whom overtime will be worked. Overtime will be allocated as equally as possible among employees. Overtime worked shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek. Employees may request an altered workday/workweek for their convenience. Altered schedules are subject to the approval of management.

b) Holidays and vacation shall be included as time worked for the purpose of calculating overtime. Personal or sick leave shall be excluded as time for purposes of calculating overtime.

SECTION 7.9 4/10 HOUR WORKWEEK – In response to customer requirement, the Truck Driver will be assigned to a 4/10 hour workweek. When a holiday occurs on a workday, the Truck Driver will receive 10 hours of holiday pay.

SECTION 7.10 - PYRAMIDING There will be no “pyramiding” of overtime allowed.

SECTION 7.11 - CALL OUT PAY Any employee called back to work after having completed his/her regular shift and gone home shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the prescribed hourly rate. An employee shall not be deemed to have been called back under the provisions of this Section unless requested to work after having punched out and physically departed the Employer's premises. An employee called out may be required to work the four (4) hours if requested by his/her supervisor. An employee whose call-in time extends into their regular shifts shall receive the appropriate premium rate for those hours which extend into the regular shift.

ARTICLE 8 - HEALTH INSURANCE & WELFARE

SECTION 8.1 - BENEFITS PROVIDED The employer agrees to make contributions as listed below, for all employees and their eligible dependents, covered herein, to the Pittsburgh Building Owners Welfare Fund. This plan provides for the life, accidental death, sickness and accident insurance. The plan further provides for family dental, eye care, prescription drug program and health insurance. The specifics of this insurance are contained in Local 95's summary plan descriptions. Copies of which have been given to the employer and employees.

SECTION 8.2 – ELIGIBILITY Regular full-time Employees shall become eligible for the Pittsburgh Building Owners Welfare fund on the first (1st) day of the month following employment with the Company.

SECTION 8.3 - BENEFITS OPTIONS

Effective July 1, 2003, the Employee contribution amount will not be increased with the increased health premiums. Effective September 1, 2003, and for the life of the agreement, the employer will pay 85% of the Health premiums with the employee paying 15% of the elected premium. The employee contribution will be increased to the then current health premiums effective August 1, 2004, and again thereafter effective July 1 of each succeeding year. The Company will forward contributions to the Health and Welfare Funds for Individual, Two Party, and Family coverage.

Class N – consisting of	Contract #
Health America HMO	2180980001
UC Flex	142054-002
OPTI Choice Vision	80754-00
Life Insurance	\$50,000
Accidental Death	\$50,000
Sickness & Accident	\$500/wk for 26 weeks
Class M – consisting of	Contract #
UPMC HMO	0003670095
United Concordia	25328000
OPTI Choice Vision	80754-00
Life Insurance	\$50,000
Accidental Death	\$50,000
Sickness & Accident	\$500/wk for 26 weeks
Class E – consisting of	
UPMC HMO	0003670095
UC Flex	142054-002
OPTI Choice Vision	80754-00
Life Insurance	\$50,000
Accidental Death	\$50,000
Sickness & Accident	\$500/wk for 26 weeks
Class R – consisting of	
Health America HMO	2180980001
United Concordia	25328000
OPTI Choice Vision	80754-00
Life Insurance	\$50,000
Accidental Death	\$50,000
Sickness & Accident	\$500/wk for 26 weeks

SECTION 8.4 - WAIVER OF PARTICPATION

Bargaining unit employees who elect to waive participation in the health insurance plan will be eligible for Company provided Class O - Life Insurance (\$50,000), Accidental Death and Dismemberment (\$50,000) and Accident and Sickness (\$500/wk for 26 wks) benefits only. Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Individual - \$500.00 2-Party and Family - \$1000.00

SECTION 8.5 - EMPLOYEE CO-PAY AMOUNT

In addition to medical as stated in 8.3 above, bargaining unit employees shall pay fifteen (15%) percent of the cost of Dental, Vision, Life/AD&D, A&S and operating fee premiums monthly.

ARTICLE 9 - SENIORITY**SECTION 9.1 - SENIORITY**

- a) Site seniority is defined as a Bargaining Unit employee's continuous service at the site with a predecessor contractor or **EG&G**.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or a prior Labor Agreement as a member in good standing with the International Union of Operating Engineers.
- c) The Company shall supply the Union with a job classification and site seniority list of the employees covered by this Agreement. Such list(s) shall be revised annually.

SECTION 9.2 - LAYOFF

The Company will determine the time of layoffs, the number of employees to be laid off, and in what job classifications layoffs will occur.

- a) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by job classification seniority within the job classification affected.
- b) The employee with the least job classification seniority shall be the first to be laid off and recall shall be in reverse order. An employee subject to layoff out of a job classification may use their bargaining unit seniority to bump a less-senior bargaining unit employee who holds a classification for which they are qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tie-breaker.
 - 1) The employee may exercise his/her bumping rights within any job classification in which an employee had previously established classification seniority and is still qualified.

- 2) An employee who is laid off may elect to displace an employee with less site seniority in a different job classification if he/she is qualified to do so.
- 3) In the case of a layoff, probationary employees shall be laid off first and apprentices second.
- 4) If at the time of layoff, any eligible employee declines to exercise their seniority right, such employee shall retain seniority rights to be recalled. Such employee must notify the Company of an intention to exercise seniority rights within two (2) working days of the layoff notice. An employee so displaced may similarly exercise seniority rights to displace another employee in accordance with the same criteria.

SECTION 9.3 - SEVERANCE PAY A regular full-time employee with at least one year of continuous service whose employment is terminated due to a reduction in force shall be paid four (4) week's of severance pay.

SECTION 9.4 - TERMINATION OF SENIORITY An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause, retirement, or resignation;
- b) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- d) Time lapse of twenty-four (24) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Company; provided the employee substantiates his/her availability every three (3) months;
- e) Failure to return to work upon expiration of a leave of absence;
- f) Absence in excess of two (2) years due to physical disability; provided, however, that where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of Disability, the employee must present appropriate documentation verifying his/her availability date and medical release.

SECTION 9.5 - RECALL

- a) **Order of Recall** If the Company determines to fill job vacancies in a job classification from which employees are laid off, such employees who are eligible for recall, shall be recalled in reverse order of layoff.
- b) **Notice to Recall.** The Company will forward a notice of recall by certified mail to the last known address of the employee reflected on Company records. The employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notice the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

SECTION 9.6 - JOB POSTING When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement any employee may submit a bid for the job to the Human Resources Department in writing, during the posting period by placing the bid in the receptacle provided. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days.

SECTION 9.7 - SELECTION From among employees who submit bids for the job, the Company will award the job to the most qualified employee; provided that if two (2) or more bidders are equally qualified, the Company will award the job to the employee with the greater site seniority. Once internal sources are utilized, the Company will utilize the Union Hall as one source for qualified candidates. Should the Company determine that candidates referred by the Union are not qualified, they may fill the job from any source.

SECTION 9.8 - RESTRICTION ON BIDDING An employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the employee's designated job classification was the same as or higher than the posted job, the employee may not bid for another job for a period of eighteen (18) months after being awarded the job.

SECTION 9.9 - DISQUALIFICATION OF A BIDDER An employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) workdays after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

SECTION 9.10 - PROBATIONARY PERIOD A probationary period of ninety (90) days will be observed for each new employee during which time the Company will make specific and periodic evaluations of the employee's qualifications, skills and abilities. During this probationary period, an employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an employee shall be entitled to seniority rights as

measured from an employee's employment date. During the probationary period an employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

SECTION 9.11 – QUALIFICATIONS It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all employees.

SECTION 9.12 – SENIORITY If application of the preceding Section results in two (2) or more employees having the same seniority, the employee whose last four (4) digits in his/her social security number is the largest shall be deemed more senior. (E.G. 4321 is larger than 1234). Seniority shall not accrue to a probationary employee until completion of the probationary period at which time the employee shall possess seniority. Seniority shall be applicable only as expressly provided in this Agreement.

ARTICLE 10 - HOLIDAYS

SECTION 10.1 - HOLIDAYS CELEBRATED The following days shall be paid holidays for the purpose of this Agreement:

- | | |
|---------------------------|-----------------|
| 1. New Year's Day | 6. Labor Day |
| 2. President's Day | 7. Columbus |
| 3. Martin Luther King Day | 8. Veterans |
| 4. Memorial Day | 9. Thanksgiving |
| 5. Independence Day | 10. Christmas |

SECTION 10.2 - ELIGIBLE EMPLOYEES To be eligible for Holiday pay, an employee must have completed his/her probationary period, be on the active payroll of the Company, be a regular, full-time employee and be in a compensable state with EG&G the day before and the day after the Holiday. Employees on workers' compensation, accident and sickness, or LWOP are not considered to be in a compensable state.

SECTION 10.3 - NO WORK ON THE HOLIDAYS An eligible employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential, if applicable.

SECTION 10.4 - WORK ON THE HOLIDAY An eligible employee who is required to work on the day observed as a Holiday shall receive one and a half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay. An employee who is required to work on the day observed as a Holiday and who does not report for work shall not be paid for the Holiday under this Article unless the Company ascertains there is a valid reason for his/her absence.

SECTION 10.5 - HOLIDAY DURING A VACATION PERIOD If a Holiday occurs during the scheduled vacation of an eligible employee, the employee will not be charged a vacation day for the Holiday and the observed Holiday shall be paid as Holiday pay.

SECTION 10.6 - EMERGENCY SHUTDOWN When, due to emergency reasons the Government shuts down the operation, employees who are specifically required to continue to work or who are called in to work will be compensated at one and one-half (1-1/2) their normal straight time rate for all hours worked.

ARTICLE 11 - VACATION

SECTION 11.1 - VACATION ACCRUAL All full-time regular Employees in active payroll status (i.e. not on LWOP) during the month shall accrue vacation leave based on the schedules in Section 11.4. Employees will accrue vacation leave based on years of full-time service. Employees on A&S or Workers Compensation will accrue vacation leave for up to twenty-six (26) weeks of their disability.

SECTION 11.2 - VACATION CARRYOVER Employees may carry over a maximum number of hours of vacation leave from one calendar year to the next. All vacation leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused vacation leave at the time of termination will be paid to the Employee in the final paycheck following termination.

SECTION 11.3 - ACCRUAL INCREASE Employees will begin to accrue leave at the higher rate on the fifteenth of the month after the Employee completes the number of years of service required for the higher rate.

SECTION 11.4 - ACCRUAL RATES The amount of vacation to which an employee is entitled during any year shall be determined by the number of years of continuous service completed by the employee at the site with a predecessor contractor (i.e. a contractor which performed essentially the same service as EG&G under a preceding contract) or with EG&G in accordance with the following chart:

<u>Years of Continuous Service</u>	<u>Days/year</u>	<u>Hours/Month</u>	<u>Carryover</u>
Less than 4	10 days	6.66 hrs	144 hrs
4 to 13	15 days	10 hrs	192 hrs
14 to 23	20 days	13.33 hrs	240 hrs
24 or more	25 days	16.66 hrs	288 hrs

All absences, unless approved beyond the allotted vacation hours, shall be leave without pay and considered excessive absence as addressed in Company procedures.

SECTION 11.5 - REQUEST FOR LEAVE Employees desiring to take vacation leave must submit the request to his/her manager by the end of the shift the day before leave is desired. Leave will be granted on a first come, first served basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the request approval will be determined by seniority. In cases of emergency or illness, same day requests for vacation leave must be made to the Employee's manager for approval prior to the Employee's scheduled start time.

Section 11.6 - VACATION PAYOUT Any unused earned vacation will be paid upon termination of employment regardless of the reason for termination.

SECTION 11.7 - VACATION SCHEDULING Earned vacation may be taken in one (1) hour increments or longer increments with prior approval from the supervisor. Generally, in order for the Company to meet its contractual obligations to the Government, no more than 10% of the employees within a section will be scheduled at the same time and vacation requests are subject to approval by the supervisor. Vacation requests will be honored on a first come, first served basis with job classification seniority being the tie breaker.

SECTION 11.8 - VACATION PAYOUT IN CASE OF LAYOFF Employees who are laid off will be paid unused vacation hours with their final paycheck.

ARTICLE 12 - LEAVES OF ABSENCE

SECTION 12.1 - BEREAVEMENT Bereavement - When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, brother-in-law, sister-in-law, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. The Employee shall receive pay at his regular rate, provided it is established that he attended the funeral.

SECTION 12.2 - PERSONAL/SICK LEAVE The Company will provide each employee, who has completed their probationary period, with five (5) sick / personal days per year (3.33/ month). Employees may accrue up to eighty (80) hours of sick / personal time. Personal and sick days allotted each employee, and the administration thereof, shall be in accordance with Company Policy at the NETL site.

SECTION 12.3 - JURY DUTY AND COURT WITNESS ABSENCE An employee with ninety (90) days or more of continuous service credit who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the

difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the employee would have received for the straight time hours they thereby lose from a normal work schedule computed at the employee's established hourly base rate. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case.

In order to be paid by the Company for such leave, the employee must submit to the Program Manager written proof of having served, and of the duration of such service.

SECTION 12.4 - MILITARY SERVICE Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the provisions of the Veteran's Re-employment Right's Act and any other applicable state or federal law that might apply.

SECTION 12.5 - COMPLIANCE WITH FMLA AND ADA The parties agree to abide by the provisions of the Family and Medical Leave Act of 1993, and the Americans with Disabilities Act.

ARTICLE 13 - MANAGEMENT RIGHTS

SECTION 13.1 - RETENTION OF MANAGEMENT PREROGATIVES Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives and functions customarily and traditionally exercised by the Company to operate its business and direct its employees are hereby expressly reserved and vested exclusively by and to the Company. These rights include, but are not limited to, the right to determine prices of services, volumes of production and methods of financing, to drop or add a product line, to sell, merge, consolidate or lease the business, or any part thereof, to establish, revise or continue policies, practices, or procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices or procedures; the right to determine, and from time to time redetermine, the number, location, relocation and types of its operations, and the methods, processes and materials to be employed, to discontinue processes or operations or to discontinue their performance by employees of the Company; to determine the number of hours per day and per week operations shall be carried on; to select and assign work to such employees in accordance with the requirements determined by Management; to require physical examination and substance abuse screening of employees in accordance with the Company's Substance Abuse Policy; to determine the existence or the lack of work, to make and enforce reasonable rules for maintenance of discipline or efficiency; to suspend, discharge or otherwise discipline employees for cause; and to take such measures as Management of the Company may determine to be necessary for the orderly, efficient and profitable operations of the business.

ARTICLE 14 - GENERAL PROVISIONS

SECTION 14.1 - REST BREAKS Unless precluded by operational requirements, it is the intention of the Company to provide Bargaining Unit employees two (2) fifteen minute rest breaks during a normal eight (8) hour shift, one (1) in each half of the shift. Rest breaks will occur two (2) hours after the start of the shift and two (2) hours after the end of the lunch break, unless operational requirement necessitate a postponement of the break. There shall not be set time for such rest breaks since their timing will depend upon operational requirements. Such rest breaks, for all employees, shall be included in the computation of time worked. Time spent traveling to or from a rest station shall be included in the fifteen (15) minute time period for rest breaks.

SECTION 14.2 - UNIFORMS The Company agrees to pay for a uniform service, providing at least five (5) uniform changes or coveralls and lab coats each week for all employees covered by this Agreement. It shall be a stipulation that work uniforms be worn during the employee's scheduled shift. EG&G will designate area and time for laundry exchanges. The Union agrees it shall be the employees' responsibility to replace lost or stolen uniforms.

SECTION 14.3 - COPY OF AGREEMENT The Company is to provide each member of the Bargaining Unit with one (1) bound copy of the Collective Bargaining Agreement.

SECTION 14.4 - The Company will reimburse employees all licenses required to perform their job, including:

- | | |
|--|-----------------------------|
| 1. Stationary Engineers License | 6. C.F.C. Certification |
| 2. Journeyman or Master Plumber License | 7. Wastewater Certification |
| 3. Journeyman or Master Electrical License | 8. Backflow Prevention |
| 4. Welding Certification | 9. N.I.U.I.P.E. |
| 5. Automotive ASE Certification | |

Costs associated with obtaining said licenses shall be paid in accordance with Article 4, Sec. 7.

SECTION 14.5 - SHOE ALLOWANCE The Company will reimburse employees or provide a voucher for appropriate safety shoes after presentation of an acceptable receipt to the Supervisor, up to one hundred dollars twenty-five (\$125.00) per year.

SECTION 14.6 - MEAL ALLOWANCE Employees will be entitled to a meal allowance of \$10.00 if they work ten (10) straight hours without notice the day prior to working.

SECTION 14.7 - CONTINUOUS PROCESS IMPROVEMENT (CPI) The Company retains its prerogative to continue its Continuous Process Improvement (CPI) program as it sees fit. The Union and its membership agree to cooperate fully in this program, which may include attending classes, seminars, and meetings, and participating in any other activity or providing any input that the Company determines to be in the employees' and/or the Company's best interest.

ARTICLE 15 - SAVINGS CLAUSE/CHANGE IN LAWS

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, shall not invalidate the remaining portion hereof, and they shall remain in full force and effect. The parties further agree that this Agreement may be reopened by either party upon thirty (30) days written notice only for negotiation and agreement regarding the provisions invalidated.

In the event that an agreement regarding the provisions invalidated cannot be reached, the contract, less provisions invalidated will continue in force without change until the expiration of the Agreement.

ARTICLE 16 - BULLETIN BOARDS

The Company will provide appropriate space on Company bulletin boards for the posting of Union notices that have been properly approved for posting by the Company Personnel or Program Manager. Such approval shall not be unreasonably denied.

ARTICLE 17 - SAFETY

17.1 - **SAFE WORK PLACE** The Company will comply with all applicable health and safety laws and regulations and the Union and all employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees that the Company may terminate any employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts which could result in serious bodily harm. All employees must immediately report any work-related injury, no matter how slight, to his/her immediate supervisor.

SECTION 17.2 - QUARTERLY SAFETY MEETINGS The Company and the Union will cooperate in the investigation and elimination of hazardous conditions and the improvement of the safety record. The Company will hold quarterly Safety Meetings with representatives of the Union. The Company shall establish a Safety Committee. The Committee to consist of the Company Safety Manager, one (1) Bargaining Unit employee from each trade with a maximum of five (5) and one (1) Management Representative.

SECTION 17.3 - FREQUENCY OF MEETINGS The Company agrees to provide a minimum of four (4) safety meetings per year.

SECTION 17.4 - ADHERANCE TO POLICY The Company and the Union will follow the NETL Environmental Health and Safety Program.

ARTICLE 18 - NEW EQUIPMENT

In the event the Employer introduces new equipment or devices which substitute for present equipment being operated or maintained by any employee within the Bargaining Unit, the Company agrees to train Bargaining Unit employees on such equipment to the fullest extent possible. The number selection of employees and manner to be trained will be determined by the Company.

ARTICLE 19 - SUCCESSORSHIP

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE 20 - APPRENTICESHIP

SECTION 20.1 - COMPANY'S DISCRETION This Article is intended to provide a means for the job and classroom training to produce qualified and competent employees, and may be implemented at the Company's sole discretion.

SECTION 20.2 - SUPERVISION OF APPRENTICE The apprentice will be provided with on the job training under the supervision of a (journeyman) and at no time be required to work a shift without the Company's supervision.

SECTION 20.3 - ANNUAL REVIEW This Article shall be subject to review annually and may be modified if both parties agree, otherwise it shall remain in full force and effect for the duration of this Agreement.

SECTION 20.4 - REQUIREMENTS The apprentice shall be required to successfully complete one (1) of the following six (6) courses each six (6) months in order to progress on the wage scale.

- | | |
|-------------------------------|---------------------------------|
| 1. Basic Electricity | 4. Instrumentation and Controls |
| 2. Refrigeration I | 5. Refrigeration II |
| 3. Steam and Boiler Mechanics | 6. Energy Management |

SECTION 20.5 - The apprentice shall receive the following percentage of the classification into which they are hired. The apprenticeship is limited to Group 1,2,3, or 4 listed in Exhibit "B"

<u>MONTHS OF SERVICE</u>	<u>PERCENTAGE OF THE RATE</u>	<u>EDUCATION REQUIREMENT</u>
STARTING RATE:	65%	0
6 Months	70%	One Course
12 Months	75%	One Additional Course
18 Months	80%	One Additional Course
24 Months	85%	One Additional Course
30 Months	90%	One Additional Course
36 Months	95%	One Additional Course

SECTION 20.6 - PERMANENT POSITION The apprentice shall remain at the 95% rate until a permanent position is open.

SECTION 20.7 - LICENSE The apprentice must obtain a City of Pittsburgh Stationary Engineers License prior to a permanent assignment.

SECTION 20.8 - MAXIMUM NUMBER The maximum number of apprentices shall not exceed one (1) apprentice per seven (7) journeymen.

SECTION 20.9 - PERFORMANCE The apprentice shall be subject to review each six (6) months. If performance standards are not met as determined by the Company, the apprentice may be subject to discipline up to and including discharge.

ARTICLE 21 - EDUCATION TRUST FUND

The Employer agrees to pay six cents (\$.06) per hour to the International Union of Operating Engineers, Local 95 Training Fund ("Fund") for all hours paid for all employees covered by this Collective Bargaining Agreement. The Employer shall submit a report listing all hours worked for all eligible employees and submit such report, along with contributions by the 15th of the month following the month in which the employees worked. The Employer agrees to be bound by rules and procedures established from time to time by the Trustees of the Fund and by the Agreement and Declaration of Trust governing the Fund. Upon the failure of the Employer to make the required reports or payments to the Fund or its designated agent, the Union and/or the Board of Trustees of the Fund may, in their sole discretion, bring an appropriate action in court of competent jurisdiction to enforce the filing of such reports and the payment of all contributions due and to collect such interest, reasonable counsel fees, costs of suit and payroll audit expense to which the Fund is entitled under the Fund's rules and procedures or the provisions of law.

ARTICLE 22 - STEWARD TRAINING

One (1) shop steward shall be entitled to a leave of one (1) day each calendar year from the Employer for Shop Steward's Training and Education. The Union must notify the Employer at least three (3) weeks in advance thereof. The Steward must, upon returning from the leave, present the Employer with written evidence from the Union that the Steward has used the leave for the purpose of which the leave was intended.

ARTICLE 23 - CENTRAL PENSION FUND

SECTION 23.1 - PENSION CONTRIBUTION Effective January 1, 2004, the Company shall contribute \$2.90 for all hours paid for each eligible employee into the Central Pension Fund. Effective January 1, 2005, the contribution will increase to \$3.05. Effective January 1, 2006, the contribution will increase to \$3.25. Effective January 1, 2007, the contribution will increase to \$3.45. Payments are to be forwarded to the International Union of Operating Engineers and Participating Employers, 4115 Chesapeake Street, N.W., Washington, D.C., 20016, to provide for the pension under the terms and conditions of that fund for employees covered hereunder.

SECTION 23.2 - EMPLOYEE AWARD FEE SHARE Bargaining unit members will receive the Employee Award Fee in accordance with Company Policy. The employer will contribute the employee's share amount to the Central Pension Fund in accordance with Central Pension Fund guidelines. The Company will furnish the Union and the Pension Fund an itemized list of contributions.

SECTION 23.3 - 401K SAVINGS PLAN The Company will provide bargaining unit employees with a payroll withholding option for a 401K Savings Plan that will be deducted each pay period and promptly forwarded to the account administrator. There will be no Company match in this account and the Union agrees to hold the Employer harmless against any liability that incurred as a result of the Company's action, inaction, or omission with respect to this section of the Agreement.

SECTION 23.4 - HOLD HARMLESS The Union agrees to indemnify the Company and hold the Company harmless should the Company incur any liability beyond that provided in Article 23 of this Agreement by virtue of the Company's participation in the Central Pension Fund or 401K Savings Plan. The parties recognize that this provision shall not be construed to apply to the Company's obligation to contribute to the Central Pension Fund, nor any obligation to pay liquidated damages, interest charges or other remedies available to the Fund in the event the Company is delinquent in making payment of the contributions due per Article 23.

It is understood that Bargaining Unit members are excluded from the Company's 401K Plan.

ARTICLE 24 - NO STRIKE - NO LOCKOUTS

During the term of this Agreement or any extension of this Agreement, the Company shall not lockout the employees covered by this Agreement; and no strike for any reason, whether or not contemplated by the parties at the time of this contract, shall be in any way, directly or indirectly caused, sanctioned, engaged in, instigated, lead, authorized, assisted, encouraged, ratified or condoned by the Union or of its members, its officers, agents, representatives, stewards or committeemen; nor shall they call, ratify, or engage in any strike, picketing, sympathy strike or protest of Union conduct or any other third party conduct or participate in informational picketing, area standards picketing or handbilling on or adjacent to the premises of the Company.

There shall be no slowdown or any other interference with the production or stoppage of work, nor shall they publicize that the Company is unfair or that there is a dispute between the Company and

any other labor organization; or prevent or attempt to prevent the access of persons to the Company's said premises, equipment or products for any reason whatsoever.

In the event of a breach of this no strike commitment, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, and that they may be disciplined up to and including discharge by the Company.

ARTICLE 25 - PART-TIME/TEMPORARY EMPLOYEES

SECTION 25.1 - BENEFITS PRORATA Part-time employees will receive a pro-rata of benefits based on their percentage of time worked as regular full-time forty (40) hours per week, unless otherwise stipulated.

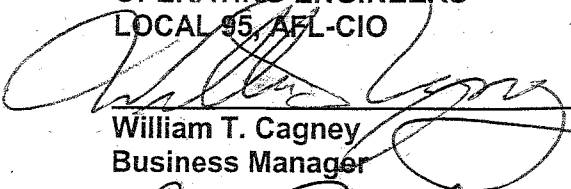
SECTION 25.2 - PAY IN LIEU OF BENEFITS Health & Welfare Cash in Lieu Of, will be provided to part-time employees.


ARTICLE 26 - TERMINATION

This Agreement shall continue in full force and effect until June 30, 2007, from the effective date and thereafter from year to year unless either party shall give at least sixty (60) days prior notice before any expiration date of this Agreement to the other party of its desire to modify or change this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives as of the day and year first written below.


INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 95, AFL-CIO

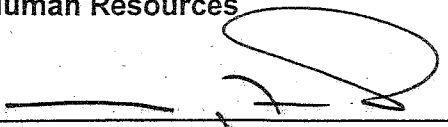

William T. Cagney
Business Manager


Jack Barli
Chief Steward

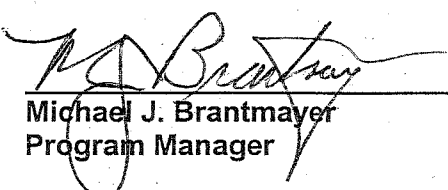

Jim O'Neal
Assistant Steward

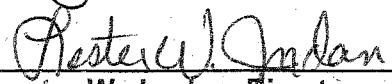
EG&G TECHNICAL SERVICES


Susan Dotson, Manager
Human Resources


Mary Ford, Manager
Administrative Services


Valerie Whetzel, Manager
Financial Services


Michael J. Brantmayer
Program Manager


Lester W. Jordan, Director
Labor & Employee Relations
EG&G Technical Services

Date: 8/22/03

Date: 8/22/03

APPENDIX "A"

AUTHORIZATION FOR UNION DUES CHECK-OFF

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION DUES TO INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 95, AFL-CIO.

Employer

Dear Payroll Clerk:

You are hereby authorized and directed for the duration of the Agreement, effective , between the Employer and the Union, to deduct from earnings and pay over to the Union, monthly dues, permit fees, or initiation fees as set by the Union. You are hereby authorized to deduct such dues from my earnings, payable the first pay of each month. In the event of insufficient earnings in the appropriate pay period, it shall be my responsibility to pay my dues directly to the Union.

This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from the date appearing above (or until the expiration of the present Agreement between the Employer and the Union, whichever is sooner), at which time it may be revoked by written notice by Registered Mail, given by me to the Employer and the Union, or any time during the period of five (5) days prior to the expiration of the one (1) year period (or five (5) days prior to the expiration of the present Agreement, whichever is sooner). If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter, or for the term of any succeeding Collective Bargaining Agreement between the Employer and the Union, whichever period is shorter, with the same privilege of revocation at the end of each such period.

Employee's Signature

Please Print Your Name

NOTE: One copy to the Employer and one copy to the Union.

APPENDIX "B"

WAGES AND CLASSIFICATIONS

Classifications:

Wages of the following classifications will be paid as follows, unless hired as an apprentice:

Classification	9/1/2003	8/1/2004	7/1/2005	7/1/2006
Auto Mechanics, Electricians, Electronic Technicians, HVAC Mechanics, HVAC Control Systems Mechanics, Pipefitters/Plumbers, Welders, Operator Mechanics,				
a) Stationary Engineers, & Carpenters	\$ 21.62	\$ 22.27	\$ 22.92	\$ 23.57
b) Maintenance Mechanics	\$ 20.86	\$ 21.51	\$ 22.16	\$ 22.81
c) Truck Drivers	\$ 18.87	\$ 19.52	\$ 20.17	\$ 20.82
d) Warehouse Specialist 1	\$ 17.35	\$ 18.00	\$ 18.65	\$ 19.30
e) Warehouse Specialist 2	\$ 18.00	\$ 18.65	\$ 19.30	\$ 19.95
f) Unit Clerk, Sr.	\$ 12.50	\$ 13.15	\$ 13.80	\$ 14.45
g) Unit Secretary	\$ 18.56	\$ 19.21	\$ 19.86	\$ 20.51

Lead employees will be paid one dollar (\$1.00) per hour above the journeyman's wage rate. Effective September 1, 2003, Lead employees will be paid six percent (6%) above the journeyman's wage rate. Effective July 1, 2005, Lead employees will be paid seven percent (7%) above the journeyman's wage rate.